

Miguel Barraza, Dinora Barraza, Nana I AM
5464 SIERRA BROOK, CT
LAS VEGAS, NEVADA 89149
Phone: 702-525-4071

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MAP - 4
CLERK U.S. DISTRICT COURT
DISTRICT OF NEVADA
DEPUTY

Page 1 of 57

2:16-cv-00484-JAD-VCF

DISTRICT COURT
OF NEVADA

Miguel Barraza, Dinora Barraza, Nana I AM
PLAINTIFF(S)

vs.

U.S BANK, NATIONAL ASSOCIATION
DEFENDANT(S)

CLEAR RECON CORP.
DEFENDANT(S)

PNC BANK, NATIONAL ASSOCIATION
DEFENDANT(S)

The Golden Team Keller Williams Realty
DEFENDANT(S)

and All Persons Claiming Any Legal or Equitable
Right, Title, Estate, Lien, or Interest in the Property
Described in the Complaint Adverse to Plaintiff's Title,
or Any Cloud On Plaintiff's Title Thereto and,
DOES 1 through 10, inclusive,
Defendants

Case No. BY:

JURY TRIAL DEMANDED

Racketeer Influenced and Corrupt Organizations Act
(18 U.S.C §1961 et seq)

Complaint to Quiet Title / FRAUD

Fair Debt Collections Practices Act
(15 U.S.C §1692 et seq)

Consumer Credit Protection Act
(15 U.S.C §1601 et seq)

Real Estate Settlement Procedures Act
12 U.S.C. §§ 2601-2617

The Declaratory Judgment Act - 28
U.S.C. §2201 - §2202

Adverse Possession

ORIGINAL COMPLAINT

JURY TRIAL DEMANDED

VERIFIED COMPLAINT FOR QUIET TITLE, FRAUD, RACKETEERING, FRAUDULENT
FORECLOSURE, / ILLEGAL EVICTION, THEFT OF PROPERTY, & INVASION OF PRIVACY AND
ADVERSE POSSESSION

PRELIMINARY INTRO:

This is a Complaint to Quiet Title to Real Property brought by Miguel Barraza, Dinora Barraza, Nana I AM
and Civil RICO Action to recover money damages for FRAUD, RACKETEERING, ABUSIVE DEBT
COLLECTIONS, REAL ESTATE SCAMS, FRAUDULENT CONVEYANCES, & REPEATED CIVIL
RIGHTS VIOLATIONS. This lawsuit is further brought, in order to establish plaintiff's title to real
property, against anyone, and everyone, and thus "quiet" any challenges or claims to the title.
Plaintiff(s) seeks to remove clouds on the title, cancel fraudulent claims, or false liens which
resulted from illegal transfers, fraud, forged deeds, theft, or conversion, against the property, to wit:

Legal Description:

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST
QUARTER (N/E 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 19 SOUTH RANGE 59 EAST, MOB & M AS FOLLOWS:
LOT TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 89 OF PARCEL MAPS, PAGE 27, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVEDA
TOGETHER WITH AND RESERVING THEREFROM AN EASMENT FROM INGRESS, EGRESS AND UTILITIES OVER THOSE PORTIONS SHOWN AS PRIVATE DRIVE AND UTILITY
EASEMENT ON SAID MAP

Property Address:

5464 SIERRA BROOK, CT AS VEGAS, NEVEDA 89149

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2	MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" 4 PAGE AFFIDAVIT ON 7/22/2014 BY SARAH M. MCCLAIN
3	MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP " ROBO-SIGNED ASSIGNMENT OF DEED OF TRUST ON 6/18/2012 BY PNC MORTGAGE IN FAVOR OF PNC BANK, NA
4	MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" ROBO-SIGNED MORTGAGE SERVICER DECLARATION DATED 3-7-2014 CLAIMING FALSELY CONVEYING A DEED OF TRUST
5	MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" ROBO-SIGNED "GRANT, BARGAIN, SALE DEED 1/8/2009 WITH EMC MORTGAGE CORPORATION USING ROBO-SIGNER SUSAN F CHRISTY, VICE PRESIDENT FRAUDULENTLY FILED WITH CLARK COUNTY NEVADA COUNTY RECORDER
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PLAINTIFF'S ORIGINAL COMPLAINT

I. INTRODUCTION - NATURE OF THE CASE

Racketeer Influenced Corrupt Organizations Act (18 U.S.C §1961 et seq)

1. This civil action is brought by plaintiff(s) **Miguel Barraza, Dinora Barraza, Nana I AM** for judgment against defendants **U.S BANK, NATIONAL ASSOCIATION** and **CLEAR RECON CORP.** **PNC BANK, NATIONAL ASSOCIATION** The Golden Team Keller Williams Realty and its agents, employees, and legal representatives, complaining of theft of real property, **fraud**, unlawful debt collection practices, deceptive trade and predatory practices which violate state and federal law; and for a diabolical scheme to defraud, extort, and to steal personal property and/or money, in connection with the operation of illegal enterprises, and, stemming from illegal activities prohibited by the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C §1961 et seq), by the Fair Debt Collections Practices Act (15 U.S.C §1961 et seq) and unlawful conduct and willful violations of the Consumer Credit Protection Act (15 U.S.C §1601-1693, et seq) (Truth in Lending Act). Plaintiff further asserts statutory and common law claims for trespass against these defendants under Common Law and the laws of the State of Nevada

2. Plaintiff further brings this action for injunctive relief from unlawful acts of foreclosure **fraud**, fraud, negligent misrepresentation, civil conspiracy, unjust enrichment, breach of contract, and deceptive trade practices, inter alia, which violate state and federal consumer protection laws.

3. This Civil Action is further brought pursuant to 42 U.S.C. §1981 For Equal Rights Under Law (42 U.S.C. §1981) Civil Rights Violations (28 U.S.C. §1443), Civil Action for Deprivation Of Rights under (42 U.S.C. §1983), Conspiracy To Interfere With Civil Rights To Possession of Property under (42 U.S.C. §1985) and the **Declaratory Judgment Act** declaring all of the despicable, and deplorable acts complained of herein to be unlawful in commerce.

4. Plaintiff(s) is/are an American citizens and brings this action to enforce legal rights granted under Federal and Common Law and guaranteed under the Constitution of the United States of America because the unlawful conduct of these defendants, and theft of property, has resulted in violations of plaintiff's Constitution Rights protected under the Constitution of the United States.

5. The relief sought includes a declaratory judgment declaring defendants have no interest in the subject property, judgment for **money damages**, injunctive relief, actual damages, **damages for fraud**, unlawful Racketeering, **illegal debt harrassment**, compensatory damages, punitive damages treble damages, the imposition of a constructive trust with tracing, cost of investigation and suit, interest, attorney fees, reversal of *fraudulent accounting entries*, cancellation of fraudulent liens, and a declaratory judgment declaring the acts committed to be unlawful in commerce, money damages for repeated violation of plaintiffs Constitutional rights.

Jurisdiction

6. Jurisdiction of this court over this complaint is premised upon 18 U.S.C. §1964(a), (b), (c), and (d) (Racketeer Influenced and Corrupt Organizations), 15 U.S.C. Subchapter V - Debt Collection Practices. Federal jurisdiction is also based on 28 U.S.C §1331 (federal question), 28 U.S.C §1337 (commerce). Federal jurisdiction is further based upon the Consumer Credit Protection Act 15 U.S.C §1601-1693, Real Estate Settlement Procedures Act 12 U.S.C. §§ 2601-2617, and the Common law of this State. This court has jurisdiction over the state law claims contained in this complaint under the doctrine of supplemental jurisdiction and has jurisdiction over all causes of action asserted under state and common law. Jurisdiction is further based upon section 1981 of the Civil Rights Act of 1866, and 28 U.S.C. §1343(4) which confers original jurisdiction upon this Court in a civil action to recover damages or to secure equitable or other relief under any Act of Congress providing for the protection of civil rights and 1331, which confers original jurisdiction upon this Court in a civil action arising under the Constitution of the United States, Articles I, IV, IX, and XIV. The amount in controversy exceeds \$10,000.00 (ten thousand dollars)

SUPPLEMENTAL JURISDICTION

This court has jurisdiction under state law causes of action pursuant to California Code Civ. Proc. and has the authority to determine the title issues in this case pursuant to §§760.040, and §760.050 of the California Code Civ. Procedure. This court has jurisdiction under the Uniform Deceptive Trade Practices Act -Bus. & Prof. §17500 et seq and Civ. Proc. §§318, 325, 328., **INVASION OF PRIVACY & PRIVACY RIGHTS PROTECTED UNDER ARTICLE 1, §1 OF THE CALIFORNIA CONSTITUTION**

VENUE

7. Venue is proper in this District pursuant to 28 U.S.C 1391(b) and 1391(c), because Defendants can be found and conducts business within this judicial district, or because the cause of action has arisen and/or occurred within this district. The acts alleged herein are connected to and are alleged to have taken place within the district of this court.

PARTIES AND RELATIONSHIPS

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8. This court has jurisdiction of the state law claims contained in this complaint under the doctrine of supplemental jurisdiction under 28 U.S.C. §1367. This court further has jurisdiction to state law claims asserted under the Nevada DECEPTIVE TRADE PRACTICES LAW, and based upon civil remedies available under state law on the following grounds:

(a) The cause of action or a part thereof accrued in this district in that defendants have engaged in false, fraudulent, misleading and deceptive acts and practices in trade and commerce in this county as set forth herein and are further subject to personal jurisdiction by this court.

(b) Defendants business or agents for the business was principally based in this district within the jurisdiction of this Court.

THE PARTIES:

9. Plaintiff(s), Miguel Barraza, Dinora Barraza, Nana I AM is/are an American citizen(s) residing in this district. At all times pertinent herein plaintiff is/was a natural person and a consumer within the meaning of 15 U.S.C TITLE 15 CHAPTER 41 , SUBCHAPTER V §1692a(3) and Consumer Protection Laws of the State of Nevada . Plaintiff means all Plaintiffs listed herein.

10. Plaintiff complains inter alia of fraud, Fraud against Real Estate, Invasion of Privacy, Unlawful Racketeering Acts, fraudulent liens placed against plaintiff's Real Property, Abusive debt collection practices, (especially debts which are not owed to the defendants), fraudulent and deceptive practices of the defendants, including accounting fraud, and other unlawful and despicable acts committed in the course of being in contact with, or doing business the defendants. At all times pertinent herein, plaintiff is a natural person, and individual consumer within the meaning of the Consumer Protections Laws of the United States and the State of Nevada Plaintiff(s) has suffered great harm as a result of the defendants wrongful, improper, fraudulent, and abusive Conduct intentionally inflicted upon the plaintiff by these defendants, their employees, agents and legal representatives. Plaintiffs herein are the equitable owners, of the Subject property, and have Paramount ownership and rights to possession to the subject property.

11. **Defendant U.S BANK, NATIONAL ASSOCIATION** is and all times herein mentioned was a Corporation organized and existing under the laws of the of the State of **Nevada** and maintain offices in that state. Defendant is a "debt collector" within the meaning of 15 U.S.C TITLE 15 CHAPTER 41, SUBCHAPTER V §1692a(5) who collect debts as a part of its ongoing operations and is also declared to be a ***corrupt enterprise*** within the meaning of 18 U.S.C 196(3) and §1962(c), which engage in, or the activities of which affect, interstate commerce within the meaning of 18 U.S.C. §1962. This defendant is engaged in the business of

12. **Defendant CLEAR RECON CORP.** is and all times herein mentioned was a entity affiliated with and at all times mentioned an agent and/or employee or heir, assign, or legal representative of defendant **U.S BANK, NATIONAL ASSOCIATION** This Defendant is a "debt collector" within the meaning of 15 U.S.C CHAPTER 41, SUBCHAPTER V §1692a(5) who regularly collect debts as a part of its ongoing operations and business. Defendant is also declared to be a person and corrupt enterprise within the meaning of 18 U.S.C 196(3) and §1962(c), which engage in, or the activities of which affect, interstate commerce within the meaning of 18 U.S.C. §1962. Defendant is engaged in the business of collecting debts for the main defendant. The named defendants herein are referred to collectively as "Defendant" because both defendants committed the same self-serving illegal acts and the causes of actions in this case is based upon the same operative facts. Defendant **CLEAR RECON CORP.** is engaged in the business of **for certain deeds for trust.**

13. **Defendant PNC BANK, NATIONAL ASSOCIATION** is and all times herein mentioned was a NATIONAL BANK existing under the laws of the of the State of **Nevada** and maintain offices in that state. Defendant is a "debt collector" within the meaning of 15 U.S.C TITLE 15 CHAPTER 41, SUBCHAPTER V §1692a(5) who collect debts as a part of its ongoing operations and is also declared to be a ***corrupt enterprise*** within the meaning of 18 U.S.C 196(3) and §1962(c), which engage in, or the activities of which affect, interstate commerce within the meaning of 18 U.S.C. §1962. This defendant is engaged in the business of .

14. **Defendant The Golden Team Keller Williams Realty** is and all times herein mentioned was a entity affiliated with and at all times mentioned an agent and/or employee or heir, assign, or legal representative of defendant **U.S BANK, NATIONAL ASSOCIATION** This Defendant is a "debt collector" within the meaning of 15 U.S.C CHAPTER 41, SUBCHAPTER V §1692a(5) who regularly collect debts as a part of its ongoing operations and business. Defendant is also declared to be a person and corrupt enterprise within the meaning of 18 U.S.C 196(3) and §1962(c), which engage in, or the activities of which affect, interstate commerce within the meaning of 18 U.S.C. §1962. Defendant is engaged in the business of collecting debts for the main defendant. The named defendants herein are referred to collectively as "Defendant" because both defendants committed the same self-serving illegal acts and the causes of actions in this case is based upon the same operative facts. Defendant **The Golden Team Keller Williams Realty** is engaged in the business of **The Golden Team Keller Williams Realty is a perpetrator and scammer and real estate company which acts as agent for the named defendants to assist in the stealing of property, money laundering activities, and activities which affect interstate commerce.**

UNKNOWN DEFENDANTS

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15. Defendants DOE's 1 thru 10 are unknown defendants and Plaintiff is presently without knowledge of the true names and capacities of defendants sued herein and therefore sues these defendants by such fictitious names. Plaintiff or Plaintiff's counsel will amend this complaint to allege their true names and capacities when ascertained.

16. Plaintiff is informed and believes and thereon alleges that, at all times herein mentioned, each of the defendants sued herein was the agent and/or employee of each of the remaining defendants, and was at all times acting within the purpose and scope of such agency and employment. For purposes of this complaint "defendant" means all defendants.

SERVICE OF PROCESS

17. Service of process has been perfected by serving defendants at their respective address, places of residency, or through their last know registered agents, to wit:

U.S BANK, NATIONAL ASSOCIATION

US BANK. NATIONAL Association
CT CORPORATION SYSTEMS
818 W. SEVENTH ST.,
LOS ANGELES. CA 90017

CLEAR RECON CORP.

CLEAR RECON CORP.
4375 Jutland Drive
Suite 200
San Diego, Ca. 92117

PNC BANK, NATIONAL ASSOCIATION

PNC BANK, NA
3232 NewMark Drive
Miamisburg OH 45342

The Golden Team Keller Williams Realty

The Golden Team Keller Williams
Realty Southwest
6180 Brent Thurman Way, Ste 100
Las Vegas, NV 89014

FACTUAL ALLEGATIONS

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Quiet Title, FRAUD, Racketeering, Abusive Deceptive, and Unfair Debt Collection Practices

18. In an harassing, and evil scheme to steal, and defraud Real Property of the Plaintiff(s), the defendants **U.S BANK, NATIONAL ASSOCIATION** and its agents **CLEAR RECON CORP.** and in full cooperation with **PNC BANK, NATIONAL ASSOCIATION** and **The Golden Team Keller Williams Realty** commenced a scam to unlawfully steal Real Property by forwarding misleading and false instruments or by filing fraudulent liens, false deeds, and evil instruments which purport to convey property and title to defendants, but which in fact, conveys absolutely nothing.

19. These misleading and false instruments contained incorrect, misleading, erroneous and manufactured information, which cannot be traced back to, verified, or reconciled with any valid UCC transaction relative to the subject real property identified on page 1 of this complaint.

20. Moreover, these instruments are tools of fraud and deception as explained are self-serving instruments, which purport to claim to have legal rights to the subject property, but which in fact are only fabricated instruments by the defendants for the sole purpose of creating "in interest" in the subject real property; but were wrongly and fraudulently manufactured by the defendants in order to gain an unjust economic financial advantage over the plaintiffs as shown on pages 16-22.

21. One of the most appalling circumstances of the fraud in this case, is that the instruments used in the scam, has absolutely no basis of ownership to the defendants, does not actually convey property to the defendants, cannot be traced back to valid trustees, or substitute trustees, and has no valid chain of succession of ownership to any of the named defendants.

22. Defendants used unlawful and unscrupulous methods of illegal fraudulent conveyances to create a false interest in real property, fraudulently setting themselves as holders in due course, but having only worthless "ghost notes" which give defendants no rights what-so-ever.

23. Defendants routinely use fraud to steal property from consumers, and used the same malicious, despicable, and fraudulent system to create a false interest in plaintiff's Real Property, whereby defendants so called "interest" is actually based on false liens, or fraudulently manufactured deeds, worthless fraudulent mortgages, or fraudulently securities instruments.

FACTUAL ALLEGATIONS

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U.S BANK, NATIONAL ASSOCIATION **CLEAR RECON CORP.** PNC BANK, NATIONAL ASSOCIATION The Golden Team Keller Williams Realty

24. The above named Defendants conspired among themselves, had a "meeting of the minds", an agreed to conduct, and did conduct an **insidious fraud campaign** against the plaintiff and the subject real property identified on Page 1 and Exhibit A of this complaint, which said fraud campaign consisted of highly illegal criminal methods, and unlawful transfers which includes, methods of forgery, and fraud, and is not limited to all of the following despicable acts:

- ☒ (a) Manufacturing of False & forged Instruments to defraud Real Property, and,
- ☒ (b) Recording False & ROBO-SIGNED Instruments into Real Property records, and,
- ☒ (c) Fraudulently misrepresenting itself as the Holder in Due Course of a mortgage note, which falsely gives itself right to the subject property,
- ☒ (d) Fraudulently **staging a false foreclosure sale** an misrepresenting itself as the "highest bidder" or purchaser of the property at a foreclosure sale or auction.

25. Defendants unlawful and unscrupulous methods of illegal **fraudulent conveyances** to unauthorized individuals, **third party fraudsters**, and/or **fictitious individuals**, and other types of "**ghost entities**", **forged instruments**, including robo signers, all of which were illegally used to create a false interest in plaintiff's real property as identified on page 1 of this complaint.

26. The third party fraudsters, fictitious individuals, and ghost entities, (hereinafter "the ghost") are used in the scam to create, modify, sign, and execute false foreclosures, false documents, and **forged instruments** related to the subject property which is subsequently fraudulently filed into public property record which ultimately creates a **false lien** or unlawful cloud over the title.

27. The "**holders in due course**" scam, as explained more fully herein employs "**ghost notes**" **fake mortgages, non-originals, unverified instruments** to substantiate defendants right or claim to the subject property. Defendants are unable to produce any real note in its possession, nor, has any such possession of any "blue ink" original note, and has committed a fraud against the subject property, and has **slandered the title, causing losses to plaintiff(s)**.

28. Defendants outrageous acts constitute **Conversion, FRAUD, and Unjust Enrichment**.

FACTUAL ALLEGATIONS

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29. The following **nonexclusive list** of unlawful acts were committed **by each defendant named individually**, herein against the plaintiff(s), and the subject property, in support of, and in furtherance of the conspiracy and/or violations complained of herein, plaintiff(s) alleges as follows:

Manufacturing False Deed for Purposes of Claiming False Interest in Real Property.

- (a) MANUFACTURED A FALSE & FRAUDULENT AFFIDAVIT OF AUTHORITY & ELECTION TO SELL ON JULY 22, 2014 USING ROBO-SIGNER SARAH C. MCCLAIN **Exhibit 1**
- (b) MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" 4 PAGE AFFIDAVIT ON 7/22/2014 BY SARAH M. MCCLAIN **Exhibit 2**
- (c) MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP " ROBO-SIGNED ASSIGNMENT OF DEED OF TRUST ON 6/18/2012 BY PNC MORTGAGE IN FAVOR OF PNC BANK, NA. **Exhibit 3**
- (d) MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" ROBO-SIGNED MORTGAGE SERVICER DECLARATION DATED 3-7-2014 CLAIMING FALSELY CONVEYING A DEED OF TRUST **Exhibit 4**
- (e) MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" ROBO-SIGNED "GRANT, BARGAIN, SALE DEED 1/8/2009 WITH EMC MORTGAGE CORPORATION USING ROBO-SIGNER SUSAN F CHRISTY, VICE PRESIDENT FRAUDULENTLY FILED WITH CLARK COUNTY NEVEDA COUNTY RECORDER **Exhibit 5**
- (f) **Exhibit 6**
- (g) **Exhibit 7**
- (h) **Exhibit 8**
- (i) **Exhibit 9**
- (j) **Exhibit 10**
- (k) **Exhibit 11**
- (l) **Exhibit 12**

Action For Quiet Title:

**VERIFIED COMPLAINT FOR QUIET TITLE
(Section §760.040 - California Code of Civil Procedure)**

**DEFENDANTS PARTICIPATED IN AN ILLEGAL CONSPIRACY TO PUT AN UNLAWFUL
CLOUD OVER THE TITLE TO THE SUBJECT PROPERTY**

U.S. BANK, NATIONAL ASSOCIATION **CLEAR RECON CORP.** PNC BANK, NATIONAL ASSOCIATION The Golden Team Keller Williams Realty

30. The preceding paragraphs of *this complaint*, are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each and every allegation above & below.

31. Plaintiff(s) is/are informed and believes and on that basis alleges that each of the defendants claims, or may claim, some interest in the real property described in Exhibit "A" of this complaint.

32. Plaintiff(s) is/are the owner(s) by adverse possession of real property located in CLARK COUNTY County, Nevada and more specifically described as:

Legal Description:

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 19 SOUTH RANGE 59 EAST, MOB & M AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 89 OF PARCEL, MAPS, PAGE 27, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVEDA TOGETHER WITH AND RESERVING THEREFROM AN EASMENT FROM INGRESS, EGRESS AND UTILITIES OVER THOSE PORTIONS SHOWN AS PRIVATE DRIVE AND UTILITY EASEMENT ON SAID MAP

(Full Described in Exhibit "A")

Property Address: 5464 SIERRA BROOK, CT AS VEGAS, NEVEDA 89149

33. Adverse Possession: Plaintiff(s) is/are the Equitable Owners with superior right to possession, in legal possession, and such possession which has been actual, open, hostile, continuous, and exclusive possession of the said property pursuant to Common law.

Plaintiffs have been in Actual, open, hostile, continous and exclusive possession in excess of the the timeset forth in the COMMON LAWS OF THE UNITED STATE & THE State of Nevada

34. Plaintiff has been in continuous legal possession since 2 described above in this complaint, adverse to defendants and to all other persons, in support of plaintiff's title to the real property and as curative of any defects in the title, or other defects which might have existed with reference to it. Plaintiffs has the Equitable Interest, and Equitable Ownership of the property.

35. Defendants claim an estate or interest in the real property described that is adverse to plaintiff.

36. Defendants claim or purported title to the estate is based on the fraud, a fraudulent claim, deceit, and/or a fraudulent conveyance, or note holder scam as complained of herein and these transfers has no legal effect what-so-ever. Defendant has no marketable title in the property.

COMPLAINT FOR QUIET TITLE

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**VERIFIED COMPLAINT FOR QUIET TITLE
(Section §760.040 - California Code of Civil Procedure)**

**DEFENDANTS PARTICIPATED IN AN ILLEGAL CONSPIRACY TO PUT AN UNLAWFUL
CLOUD OVER THE TITLE TO THE SUBJECT PROPERTY**

U.S BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

Description of the Property:

37. "Exhibit A:" is attached herein by reference. The description of the property that is the subject of this action is fully setforth in **Exhibit A** which is attached to this complaint, and described on page1 of this complaint, and said the description includes the legal description and the street address or common designation.

Title Which Plaintiff Seeks a Determination:

38. The title to which a determination is sought is title by **Adverse Possession**, and/or title by equitable rights, and legal conveyances from prior owners in the chain of ownership, or ownership by Adverse Possession of the subject property.

Basis Of the Title:

39. The basis of plaintiff(s) title is by **Adverse Possession** under **Common Law**, the laws of the United States of America, and the laws of the State of Nevada

40. Plaintiff(s)**Miguel Barraza, Dinora Barraza, Nana I AM** are the **Equitable Owner(s)** of the subject property located at **5464 SIERRA BROOK, CT AS VEGAS, NEVEDA 89149** which made the basis of this complaint, and as equitable owners, have the superior right to possession to the said property, and to develop the air space, and mineral rights to the subject property; plaintiffs claim all mineral rights, airspace rights, and all structures situated on the land(s) where the property is fixed.

41. Plaintiffs title is further based on the fact that plaintiff(s) have had exclusive control of the subject property and has been in actual, open, hostile, continuous, and exclusive possession of the said property since March 01, 2016 The adverse possession is based upon

common law of the State of **Nevada**

COMPLAINT FOR QUIET TITLE

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**VERIFIED COMPLAINT FOR QUIET TITLE
(Section §760.040 - California Code of Civil Procedure)**

Specific Facts Surrounding Adverse Possession

42. On or about **January 02, 1900** plaintiff(s) became in Adverse Possession or legal possession of the subject property after discovery of a false mortgage or fraudulent loan related to the Subject Property; none of the defendants including **U.S BANK, NATIONAL ASSOCIATION** have any real interest in the property, and any such interest claimed by the defendants is based upon fraud.

43. Plaintiff(s) became heirs and inherited tacking years, and Equitable Ownership of the subject property ever since that date that plaintiff(s) became in lawful, legal or Adverse Possession

44 Plaintiff(s) has been in actual, open, hostile, continuous, and exclusive possession of the said property since **January 02, 1900**

45. Due to FRAUD, unlawful eviction, plaintiff was forced to take adverse possession of the subject property and further due to the unlawful clouds placed over plaintiff's good title.

ADVERSE CLAIMS TO THE TITLE:

46. All of the named defendants have made claims which are adverse to the plaintiff's title for which a determination is sought. *The adverse claims to the title of the plaintiff against which a determination is sought includes the following adverse parties:*

A. The Adverse Claims of: **U.S BANK, NATIONAL ASSOCIATION**

B. The Adverse Claims of: **CLEAR RECON CORP.**

C. The Adverse Claims of: **PNC BANK, NATIONAL ASSOCIATION**

D. The Adverse Claims of: **The Golden Team Keller Williams Realty**

DATE FOR WHICH DETERMINATION IS SOUGHT:

47. The date as of which the determination is sought is: **January 02, 1900**

48. Plaintiff(s) prays for a determination of the title of the plaintiff against the adverse claims, pray that this court declare that defendants, and each of them have no title to the subject property, and enter judgment ordering defendants to transfer title to plaintiff(s) Miguel Barraza, Dinora Barraza, Nana I AM

FRAUD

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**COMPLAINT FOR MULTIPLE ACTS OF FRAUD, GRAND THEFT OF
PROPERTY, AND VIOLATION OF THE REAL ESTATE SETTLEMENT
PROCEDURES ACT**

**BY VIRTUE OF ITS FRAUDULENT AND MISLEADING REPRESENTATIONS DEFENDANTS
AND EACH OF THEM HAVE INTENTIONALLY AND WILLFULLY VIOLATED THE FAIR
DEBT COLLECTION PRACTICES ACT**

U.S BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

49. The preceding paragraphs of this complaint are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each and every allegation **against each defendant** above.

50. It is specifically alleged that defendants **committed a series of fraudulent and illegal acts** against the subject property, as described herein, which render any purported title, lien, or claim, made by defendant, null and void, and/or unenforceable under law due to defendants fraudulent conduct. Plaintiff(s) was/were induced into believing that these deceitful acts were in good faith.

51. In addition to the deceitful, and deceptive acts complained of herein, defendants, individually committed the **following three (3) frauds** relative to the subject property of this lawsuit:

3 COUNTS OF FRAUD COMMITTED BY DEFENDANTS

**MANUFACTURED A FALSE & FRAUDULENT AFFIDAVIT
OF AUTHORITY & ELECTION TO SELL ON JULY 22, 2014
USING ROBO-SIGNER SARAH C. MCCLAIN**

**MANUFACTURED A FALSE & FRAUDULENT "RUBBER
STAMP" 4 PAGE AFFIDAVIT ON 7/22/2014 BY SARAH M.
MCCLAIN**

**MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP "
ROBO-SIGNED ASSIGNMENT OF DEED OF TRUST ON 6/18/2012
BY PNC MORTGAGE IN FAVOR OF PNC BANK, NA.**

52. It is specifically alleged that the said three (3) fraud scams complained of herein and set forth in greater detail on the following pages are unlawful and illegal **acts of deceit**, and constitute **Deceptive Trade Practices, are intentional misrepresentations** which violate the laws of this state. It is alleged this **fraud** was committed **individually**, and **collectively** by the name defendants.

53. It is specifically alleged that the fraud described and complained of herein above was **intentional, willful**, and was done with malice and criminal intent, with the sole purpose **of stealing and/or robbing plaintiff's real property, and for causing plaintiff great mental distress.**

FRAUD COUNT #1

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U.S. BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

54. In accordance with the formal pleadings requirements for **FRAUD**, which provides that "the circumstances constituting the fraud shall be stated with particularity the plaintiff hereby specifically alleges "the time, place, and contents of the these false representations, made by the defendants as well as the identity of the person(s) making these representations, and further what those person(s) obtained thereby. Plaintiff shows this Honorable court the following:

Count 1: Fraud #1

Losses:

\$500,000.00

MANUFACTURED A FALSE & FRAUDULENT AFFIDAVIT OF AUTHORITY & ELECTION TO SELL ON JULY 22, 2014 USING ROBO-SIGNER SARAH C. MCCLAIN

The SCAM & Scammers Exposed:

MANUFACTURED A FALSE & FRAUDULENT AFFIDAVIT OF AUTHORITY & ELECTION TO SELL ON JULY 22, 2014 USING ROBO-SIGNER SARAH C. MCCLAIN

This is a fraud scam about July 22, 2014 which collectively perpetrated U.S. Bank, NA, Clear Recon Corp, PNC Bank, NA, and the The Golden Team Keller Williams Realty to manufacture a false and fraudulent affidavit which perpetrated a false affidavit of authority by a covert Robo Signer purportedly bearing the naem Sarah C. McClain claiming to have authority to execute an affidavit, but which in fact was a pure lie and false representation designed to commit fraud against the subject property.

(a) **Time:**

The interval in time or period of duration for which this fraud was perpetrated by the by the defendants occurred between July 22, 2014 and the present day.

(b) **Place:**

This place where this fraud occurred is at defendants own business offices and it was done via the United States Mail.

(c) **Content of the False representation:**

The content of the false representation was that defendants are holders of a valid deed of trust, and authorized to execute an affidavit, but which in fact is not, and never was. The false representation also purported that DEFENDANTS could convey property to other third parties using this false affidavit which later proved to be a falsity.

(d) **Identity Of Persons Making The Representation:**

The identify of the persons making the representation are the above named defendants, namely U.S. BANK, NATIONAL ASSOCIATION, CLEAR RECON CORP., PNC BANK, NATIONAL ASSOCIATION, and The Golden Team Keller Williams Realty. Each one of the defendants, individually committed the acts.

(e) **What Those Person(s) Obtained:**

Defendants obtained a **wrongful Accounting Advantage** which constitutes Accounting and or Fraud Financial Fraud, and also obtained purported Ownership of the property, by now fraudulently listing plaintiff's real property as defendants own property, which constitutes an and **UNLAWFUL CONVERSION**. Defendants also obtained a legal advantage by making recording these false claims into public property records in support of its illegal covert operation.

"FRAUD #1 - (continued)"
(COMMON LAW FRAUD)

MANUFACTURED A FALSE & FRAUDULENT AFFIDAVIT OF AUTHORITY & ELECTION TO SELL ON JULY 22, 2014 USING ROBO-SIGNER SARAH C. MCCLAIN

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(f) A Material Misrepresentation was made by:

MANUFACTURED A FALSE & FRAUDULENT AFFIDAVIT OF AUTHORITY & ELECTION TO SELL ON JULY 22, 2014 USING ROBO-SIGNER SARAH C. MCCLAIN

U.S BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

A material representation is made because DEFENDANTS has no power or authority to execute an affidavit against the subject property, including the fact that every sentence contained in the affidavit is "pure fraud" and fraud upon public record.

(g) The Misrepresentation Was False:

The representation were false at the time made and was certainly known to be false by each of the named defendants.

(h) This transaction was known to be false when made, or was asserted without knowledge of it's truth:

This misrepresentation was known to be false when made or was made without knowledge of its truth and was made for the sole purpose of theft and embezzlement of the property.

(i) Which Was Intended To Be Acted Upon:

Defendants including intended to act upon this fraud as the United States Mail was being used to seek monies from plaintiff's estate with regards to this false claim and also filed the false affidavit in the county recorder's office.

(j). Which Was Relied Upon:

1. Plaintiff Relied Upon These vain falsities, and this reliance was intimately and directly related to the fraudulent documents and instruments complained of herein, to the extent that plaintiff had first believed these instruments to be true, because defendants induced this belief by the publication of the false matters in public record, and other public and personal disclosures sent to the plaintiffs, and even by mailing to the plaintiff, and placing these falsities on plaintiff's door.

(k) The Transaction Caused Injury To The Plaintiff.

1. This treacherous transaction, has caused undue hardship, severe financial loses, property losses, and extreme hardship to the plaintiffs. Plaintiffs have had to sustain the loss of the property, the actual value of the property, future value calculated to exceed well over \$1 million in financial losses

2. This transaction was covertly perpetrated by defendants, and in a conspiracy fashion has caused extreme emotional distress and pain whereby defendants subjected the plaintiffs to extreme and outrageous acts not normally tolerated by a decent society including the wrongful foreclosure and wrongful eviction

FRAUD COUNT #2

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U.S BANK, NATIONAL ASSOCIATION CLEAR RECON CORP. PNC BANK, NATIONAL ASSOCIATION The Golden Team Keller Williams Realty

55. In accordance with the formal pleadings requirements for **FRAUD**, which provides that "the circumstances constituting the fraud shall be stated with particularity the plaintiff hereby specifically alleges "the time, place, and contents of the these false representations, made by the defendants as well as the identity of the person(s) making these representations, and further what those person(s) obtained thereby. Plaintiff shows the court the following:

Count 2: Fraud #2 - MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" 4 PAGE AFFIDAVIT ON 7/22/2014 BY SARAH M. MCCLAIN
Losses:
\$500,000.00

The SCAM Exposed:

On or about 7/22/2014 each of the named defendant covertly and knowingly manufactured a false and fraudulent rubber stamp affidavit by Sarah M. McClain, claiming to be a person of authority empowered to make an affidavit. In reality, Sarah M. McClain is nothing more than a fictitious robo-singer who routinely make false statements to support the theft, and ackeetering of defendants activities of stealing real property.

(a) Time:

The interval in time or period of duration for which this fraud was perpetrated by the by the defendants occurred between July 22, 2014 and January 00, 1900

(b) Place:

This place where this fraud occurred is at defendants own business offices and it was done via the United States Mail.

(c) Content of the False representation:

The content of the false representation was that defendants were authorized to execute affidavits relative to the subject property, but which in fact was not. It is specifically alleged that neither of the defendants were authorized to make any such affidavit relative to the subject properties.

(d) Identity Of Persons Making The False Representation:

The identify of the persons making the representation are the above named defendants, namely U.S BANK, NATIONAL ASSOCIATION , CLEAR RECON CORP. , PNC BANK, NATIONAL ASSOCIATION , and The Golden Team Keller Williams Realty . The proximate causes of this falsity are these exact persons.

(e) What Those Person(s) Obtained:

Defendants obtained a wrongful Accounting Advantage which constitutes Accounting and or Fraud Financial Fraud, and also obtained purported Ownership of the property, by now fraudulently listing plaintiff's real property as defendants own property, which constitutes an and **UNLAWFUL CONVERSION**. Defendants also obtained a legal advantage by making recording these false claims into public property records in support of its illegal covert operation.

"FRAUD #2 - (continued)
(COMMON LAW FRAUD)

MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" 4
PAGE AFFIDAVIT ON 7/22/2014 BY SARAH M. MCCLAIN

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(f) **A Material Misrepresentation was made by:** MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" 4 PAGE AFFIDAVIT ON 7/22/2014 BY SARAH M. MCCLAIN

U.S BANK, NATIONAL ASSOCIATION CLEAR RECON CORP. PNC BANK, NATIONAL ASSOCIATION The Golden Team Keller Williams Realty

A material misrepresentation was made to the extent that defendants affidavit is nothing more than a rubber stamped documents which has no truth to it, nor could ever be substantiated by real facts.

(g) The Misrepresentation Was False:

All of the above misrepresentations setforth in paragraph (f) above were FALSE and were made by the individually named defendants. Not only were these misrepresentation FALSE, these were intentionally non genuine, untrue false and treacherous false statements which was actually meant to deceive, mislead, and to give a false impression, or to induce the outright lie, that defendants had properly held a legitimate foreclosure sale

(h) This transaction was known to be false when made, or was asserted without knowledge of it's truth:

1. This transactions was known to be false by each of the above named four (4) defendants and they knew or should have known that when made these representations were indeed false.
2. Additionally, one or more of the defendants made or asserted the representations without knowledge of its truth, and the misrepresentation was made for purposes of committing the fraud.

(i) Which Was Intended To Be Acted Upon:

1. Defendants, and each of them individually, and collectively intended to act upon these fraudulent misrepresentation, and did in fact act upon these treacherous lies and misrepresentation as evidenced by fraudulent instruments which has been attached as Exhibits 1 thru 5 and made a part hereof.
2. Defendants, and each of them individually, and collectively and in a criminal manner, intentionally perpetrated these false instruments for the sole purpose of defrauding plaintiff's and the subject property.

(j). Which Was Relied Upon,

1. Plaintiff Relied Upon These vain falsities, and this reliance was intimately and directly related to the fraudulent documents and instruments complained of herein, to the extent that plaintiff had first believed these instruments to be true, because defendants induced this belief by the publication of the false matters in public record, and other public and personal disclosures sent to the plaintiffs, and even by mailing to the plaintiff, and placing these falsities on plaintiff's door.

(k) The Transaction Caused Injury To The Plaintiff.

1. This treacherous transaction, has caused undue hardship, severe financial loses, property losses, and extreme hardship to the plaintiffs. Plaintiffs have had to sustain the loss of the property, the actual value of the property, future value calculated to exceed well over \$1 million in financial losses
2. This transaction was covertly perpetrated by defendants, and in a conspiracy fashion has caused extreme emotional distress and pain whereby defendants subjected the plaintiffs to extreme and outrageous acts not normally tolerated by a decent society including the wrongful foreclosure and wrongful eviction

FRAUD COUNT #3

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U.S BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

56. In accordance with the formal pleadings requirements for **FRAUD**, which provides that "the circumstances constituting the fraud shall be stated with particularity the plaintiff hereby specifically alleges "the time, place, and contents of the these false representations, made by the defendants as well as the identity of the person(s) making these representations, and further what those person(s) obtained thereby. Plaintiff shows the court the following:

Count 3: Fraud #3 - MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP "
Losses: ROBO-SIGNED ASSIGNMENT OF DEED OF TRUST ON 6/18/2012
\$500,000.00 BY PNC MORTGAGE IN FAVOR OF PNC BANK, NA.

The SCAM Exposed:

On 6/18/2012 Defendants mortgage company PNC MORTGAGE executed a series of false Assignments against the subject properties, in favor of PNC Bank, NA without having legal authority or standing to convey or transfer the subject property to themselves using PNC Mortgage, as the entity to falsely convey, steal and embezzle assets of the property all in favor of defendant PNC Bank, NA.

(a) Time:

The interval in time or period of duration for which this fraud was perpetrated by the by the defendants occurred between October 09, 2015 and October 09, 2015

(b) Place:

This place where this fraud occurred is at defendants own business offices and it was done via the United States Mail.

(c) Content of the False representation:

The content of the false representation is that defendants have somehow received valid real property conveyance for PNC Mortgage Company, but which in fact did not. The said transfer was completely illegal.

(d) Identity Of Persons Making The False Representation:

The identify of the persons making the representation are the above named defendants, namely U.S BANK, NATIONAL ASSOCIATION , CLEAR RECON CORP. , PNC BANK, NATIONAL ASSOCIATION , and The Golden Team Keller Williams Realty. The proximate causes of this falsity are these exact persons.

(e) What Those Person(s) Obtained:

Defendants obtained a wrongful Accounting Advantage which constitutes Accounting and or Fraud Financial Fraud, and also obtained purported Ownership of the property, by now fraudulently listing plaintiff's real property as defendants own property, which constitutes an and **UNLAWFUL CONVERSION**. Defendants also obtained a legal advantage by making recording these false claims into public property records in support of its illegal covert operation.

"FRAUD #3 - (continued)"

MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP "
ROBO-SIGNED ASSIGNMENT OF DEED OF TRUST ON 6/18/2012 BY PNC
MORTGAGE IN FAVOR OF PNC BANK, NA.

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(COMMON LAW FRAUD)

(f) A Material Misrepresentation was made by:

U.S. BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION The Golden Team Keller Williams Realty

Further material misrepresentation exist in that defendants claims that they have the authority to assign a deed of trust, but which in fact they do not.

Another material misrepresentation is that defendants have purchased the property for cash as stated in the instrument, but which in fact paid nothing for the subject property, and thus there is no consideration for the sale as the purported sale was paid with fake or "monopoly" money rendering the sale null and void.

(g) The Misrepresentation Was False:

All of the above misrepresentations setforth in paragraph (f) above were FALSE and were made by the individually named defendants. Not only were these misrepresentation FALSE, these were intentionally non genuine, untrue false and treacherous false statements which was actually meant to deceive, mislead, and to give a false impression, or to induce the outright lie, that defendants had properly held a legitimate foreclosure sale

(h) This transaction was known to be false when made, or was asserted without knowledge of it's truth:

1. This transactions was known to be false by each of the above named four (4) defendants and they knew or should have known that when made these representations were indeed false.

2. Additionally, one or more of the defendants made or asserted the representations without knowledge of its truth, and the misrepresentation was made for purposes of committing the fraud.

(i) Which Was Intended To Be Acted Upon:

1. Defendants, and each of them individually, and collectively intended to act upon these fraudulent misrepresentation, and did in fact act upon these treacherous lies and misrepresentation as evidenced by fraudulent instruments which has been attached as Exhibits 1 thru 5 and made a part hereof.

2. Defendants, and each of them individually, and collectively and in a criminal manner, intentionally perpetrated these false instruments for the sole purpose of defrauding plaintiff's and the subject property.

(j). Which Was Relied Upon,

1. Plaintiff Relied Upon These vain falsities, and this reliance was intimately and directly related to the fraudulent documents and instruments complained of herein, to the extent that plaintiff had first believed these instruments to be true, because defendants induced this belief by the publication of the false matters in public record, and other public and personal disclosures sent to the plaintiffs, and even by mailing to the plaintiff, and placing these falsities on plaintiff's door.

(k) The Transaction Caused Injury To The Plaintiff.

1. This treacherous transaction, has caused undue hardship, severe financial loses, property losses, and extreme hardship to the plaintiffs. Plaintiffs have had to sustain the loss of the property, the actual value of the property, future value calculated to exceed well over \$1 million in financial losses

2. This transaction was covertly perpetrated by defendants, and in a conspiracy fashion has caused extreme emotional distress and pain whereby defendants subjected the plaintiffs to extreme and outrageous acts not normally tolerated by a decent society including the wrongful foreclosure and wrongful eviction

COUNT 3: RACKETEERING:

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CONSPIRACY TO VIOLATE RACKETEER INFLUENCED CORRUPT ORGANIZATIONS ACT - 18 USC §1961 et seq

DEFENDANTS CONSPIRED TO STEAL AND TO VIOLATE, AND DID VIOLATE THE RACKETEER INFLUENCED CORRUPT ORGANIZATIONS ACT

U.S BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

57. Paragraphs **50-56**, of this complaint are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each and every allegation, against each defendant above.

RICO VIOLATIONS:

58. Plaintiff reallege, as if fully set forth herein, each allegation above. It is specifically alleged that the defendants named herein ***conspired among themselves*** to violate sections 18 U.S.C. §1962(a)(b)(c) and section (d) by agreeing to conduct or participate in the affairs of the enterprises referred to in this complaint through a pattern of racketeering and activity and committed more than two acts of racketeering activity, as setout herein, one of which occurred after the effective date of this racketeering chapter and the last act which occurred after the effective date of racketeering chapter, and the last of which occurred within ten years (excluding any period of imprisonment).

59. The racketeering activity complained of herein above was in effect at the time of the filing of this lawsuit. The racketeering activity consisted of the fraud, embezzlement, extortion, mail fraud, and money laundering transactions as described herein.

CONSPIRACY TO VIOLATE RICO

60. At all times relevant herein, it is alleged that the defendants, their employees, agents, attorneys, and all other persons acting in concert or purporting to act as representatives for the defendants had devised a scheme or artifice to defraud, or to obtain the money or credit or property from the plaintiff by means of false or fraudulent pretenses, or to procure for unlawful use counterfeit devices or spurious coin, and other devices used to defraud for the sole purpose of defrauding plaintiff of rights or property and to unlawfully gain property rights rightfully and justly belonging to plaintiff's estate in violation of 18 U.S.C. §1341. It is specifically alleged that the named RICO individuals and enterprises, operate separate and distinct from each other.

COUNT 3: RACKETEERING:**R.I.C.O****SECTION 1962(a)****R.I.C.O**U.S. BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

61. Paragraphs 50 thru 56, (**FRAUD**) and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. It is specifically alleged that defendants **caused injury** to the plaintiff by reason of the use of the investment or use of racketeering income or financial credits derived by unjust means.

Plaintiff alleges that each time defendant defraud its customers, (including the plaintiff), an illegal income stream of cash is created, and this same cash is reinvested into defendants illegal operation.

62. The Injury is in the form of the **fraud and other unlawful acts described in the previous paragraphs** of this complaint.

63. The receipt of income from this illegal operation is directly related to cash flows obtained from the illegal billing and false invoices which are actually paid by customers. In particular, Section (a) was designed to prevent racketeers from using illegitimately obtained funds to invest in a legitimate business, to control of the legitimate business. 1962(a) provides in pertinent part that:

"It shall be unlawful for any person who has received any income derived directly or indirectly from a pattern of racketeering activity, or through collection of an unlawful debt, in which such person has participated as a principal within the meaning of section 2, title 18, United States Code, to use or invest directly or indirectly, any part of such income... in acquisition of any interest in the establishment or operation of any enterprise which is engaged in the .. interstate or foreign commerce."

64. It is alleged by the plaintiff, that defendants unlawful use of this racketeering income has caused further financial harm to the plaintiff because fraud complained of hereinabove also resulted in conversion, embezzlement, and theft of plaintiff's financial estate, and/or Real Estate Investment.

65. It is specifically alleged, that the named defendants independently committed the acts complained of and these unlawful, deceptive, and fraudulent acts are the proximate causes for the section 1962(a) violations.

R.I.C.O

COUNT 3: RACKETEERING:

VIOLATIONS OF SECTION 1962(b) and Section 1962 (c)

66. Paragraphs 50 thru 56 (FRAUD) and all preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. It is specifically alleged that defendants through a pattern of racketeering activity or through collection of an unlawful debt has acquired an interest or maintains an interest in or control the enterprise in which it is engaged. As setout in the introductory of this complaint, it is specifically alleged herein that defendants U.S. BANK, NATIONAL ASSOCIATION PNC BANK, NATIONAL ASSOCIATION CLEAR RECON CORP. and The Golden Team Keller Williams Realty are "Enterprises" as defined in 18 U.S.C 1961 including all natural persons, corporations, and partnerships. The existence of these Enterprises are self-evident from their fraudulent acts and other illegal and corrupt matters complained of herein. These RICO defendants are separate and distinct from the enterprise that it controls. The nature of the association between the RICO defendant and the RICO Enterprises is such that the RICO defendant utilize the Enterprise to steal in connections with accounts, loans, and monies gained unlawfully. The RICO organization is ongoing and was operating as of the date of the filing of this lawsuit. For example, such fraud, theft, conversion, and embezzlement as complained of herein, especially in paragraphs 39, thru 45 of this complaint uncovers and exposes the nature of RICO defendants with the RICO enterprises. It is specifically alleged that the RICO defendants maintains an ongoing interest in the RICO enterprises as complained of herein above.

Section 1962(c)

67. It is specifically alleged that the defendants, each of them, including the DOE's operate through an enterprise which affect interstate commerce as setout above. As stated in the introduction these defendants are "persons" as defined in 18 U.S.C. Section 1961 (3) and are employed or associated with the enterprise as explained above. An injury to Plaintiff's business or personal property resulted by reason of a violation herein. The injury was in the form of monies and property lost as explained in the fraud claims, and all other previous sections of this complaint.

R.I.C.O**White Collar Crimes Against The Estate Of Plaintiff****COUNT 3: RACKETEERING:**

68. Plaintiff reallege, as if fully set forth herein, each allegation above. It is specifically alleged herein that U.S BANK, NATIONAL ASSOCIATION and defendants PNC BANK, NATIONAL ASSOCIATION committed multiple acts of white collar crimes against the named plaintiff, and against the estate of the plaintiff. The defendants individually, and collectively committed the following non-exclusive white collar crimes which includes, but is not limited to all of the following:

- a. Computer Fraud,
- b. Mail Fraud,
- c. Wire Fraud,
- d. Financial Fraud,
- e. Conspiracy,
- f. Embezzlement
- g. Theft,
- h. Money Laundering, and
- i. Racketeering.

COMPUTER FRAUD SCAMS

69. Plaintiff's reallege, as if fully set forth herein, each allegation above. With respect to the computer fraud complained of hereinabove, it is specifically alleged that the named defendants deployed the tactics of using personal computers, and their own computer network, including the electronic routing equipment, and other access devices in order to accomplish the fraud and illegal transactions complained of herein. The computer fraud scams consisted of, but was not limited to all of the following:

(a) Deploying malicious Computer software programs over the defendants computer network to automatically enter false data into computer memory and false charges to the accounting files and data bases with respect to the plaintiff's account, or an account created for plaintiff and,

(b) Using ROBO-SIGNERS, fictitious persons, false names, real employees and agents to enter and modify data over defendants own computer network, falsifying sales, purposely generating false amounts for the sole purpose of stealing, and perpetrating an unlawful foreclosure.

R.I.C.O**COUNT 3: RACKETEERING:**

(c) Printing, filing, and mailing these false documents to plaintiff, for the sole purpose of harassment, and obtaining an unjust economic advantage over the plaintiff by forwarding false and fraudulent matters in the U.S. mails, and which was unlawfully delivered to the plaintiff address in violation of 18 USC sec 1341 relating to **frauds and swindles**, and,

(d) Unlawful access to the defendant's computer system without authorization by employees or agents operating separately in a conspiracy to defraud which is firmly based upon all of the conflicting amounts and false information published by the defendants, and,

(e) Using a computer to manufacturer false deeds, false mortgages, and false liens for purposes of defrauding plaintiff(s) estate, and the real property complained of herein, and then subsequently filing these false instruments in public property records to make it appear that defendants have an interest in the subject property, but which in fact do not, and,

(f) Using a Computer to create **ROBO-SIGNERS**, or false and fictitious persons for the sole purpose of manufacturing false documents, affidavits, and for filing in public property records to make it appear that these ROBO-SIGNERS, are somehow real, and for making false and fraudulent affidavits which are subsequently filed in public records to make it appear that defendants have an interest in the subject property, but which in fact do not, and,

(g) Using a Computer system to manufacturer false amounts, and instruments for purposes of conversion, and unlawful money laundering acts related to the subject property.

FINANCIAL FRAUD SCAMS

70. Plaintiff's reallege, as if fully set forth herein, each allegation above. It is specifically alleged that the defendants committed financial institution fraud within defendant's organization which involves the fraud or embezzlement as complained of herein and occurring within or against financial institutions that are insured or regulated by the U.S. Government such as defendants.

71. The financial fraud, included but was not necessarily limited to corporate fraud or fraud against plaintiff's property, or real estate, but also embezzlement, theft, and willful misapplication of the moneys, funds, transfer or credits by these defendants in violation of Title 18 USC, Chapter 31, Sec 656. (Rackeeteer Influenced Corrupt Organizations Act)

72. It is specifically alleged that defendants acts are the proximate causes of the Racketeering Acts complained of herein.

COUNT 3: RACKETEERING:

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R.I.C.O**SECTION 1962(d) - CONSPIRACY**U.S BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

73. Paragraphs **50 thru 56 (FRAUD)** and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. It is specifically alleged that the named defendants, including their agents, employees, attorneys, and representatives, conspired to violate sections (a)(b) and (c) above. The facts related to the fraud and the scam are pleaded in particularity in paragraphs 34, 36, and 38, in accordance with Rule 9(b) of the Federal Rules Of Civil Procedure.

74. Moreover, the facts containing the fraud and conspiracy are setforth therein. The object and accomplishment lie in the fraud and accomplished unlawful economic advantage that was gained over the plaintiff and more particularly described in above paragraphs.

75. **The Agreement:** The conspiracy lies in the fact that these defendants agreed amongst themselves to violate section (a)(b) and (c) above by collectively committing the acts and fraud complained of herein.

76. The whole evil object of the diabolical scam was to trick, harass, defraud, and gain an undue economic advantage over the plaintiff.

77. Defendants wrongful and unlawful acts are the proximate causes for the 1962(d) Conspiracy.

78. Defendants are individually, and jointly liable to the plaintiff(s) for the said illegal and wrongful acts complained of herein.

79. The cause of action for Racketeering is asserted against each defendant, individually, and it is alleged that each defendant committed the unlawful acts individually, and is personally liable to the plaintiff for the outrageous and hideous acts committed by them.

80. It is further alleged that each and every defendant formed a conspiracy to commit the acts complained of, and are therefore jointly liable for the said acts.

COUNT 4: FAIR DEBT COLLECTION PRACTICES:

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**COMPLAINT FOR VIOLATIONS OF THE FAIR DEBT COLLECTIONS
PRACTICES ACTS 15 USC §1697**

**BY VIRTUE OF ITS FRAUDULENT AND MISLEADING REPRESENTATIONS DEFENDANTS
AND EACH OF THEM HAVE INTENTIONALLY AND WILLFULLY VIOLATED THE FAIR DEBT
COLLECTION PRACTICES ACT**

U.S BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

81. Plaintiff's reallege, as if fully set forth herein, each allegation above. It is specifically alleged herein that the named defendants conspired among themselves to violate the Fair Debt Collections Practices Act, by engaging in abusive, deceptive, and unfair debt collection practices and unconscionable acts which consisted of harassment, abuse, false and misleading or fraudulent conduct complained of above, and which acts were done intentionally to harass, oppress, or abuse the plaintiff in connection of a debt or an alleged debt claimed by the defendants. Paragraphs 50-56 (FRAUD) is incorporated herein, as if fully set forth herein by reference.

82. U.S BANK, NATIONAL ASSOCIATION and CLEAR RECON CORP. also mismanaged the PNC BANK, NATIONAL ASSOCIATION The Golden Team Keller Williams Realty plaintiff's purported account established by defendants by improperly "stealing" and/or laundering monies or credits in favor of themselves directly from the plaintiff's account with the improper and illegal use of a computer system by fraudulently inputting unauthorized credits or unauthorized amounts of money and misrepresenting these charges as valid "charges".

83. These improper computer entries, or so-called "charges" claim to represent monies owed by the plaintiff, but these are nothing more than "illegal data entry or charges" which was improperly entered into the defendant's computer system or financial record.

84. These same fraudulent charges are then transferred on the accounting books or credited directly to defendants in the form of credits while resulting in wrongful debit transactions for the plaintiff, and which plaintiff is not really required to pay.

85. These types of accounting misrepresentations are common occurrences for defendants, and

U.S BANK, NATIONAL ASSOCIATION refuses to reverse such unlawful entries even after promising or after complaints are made, but never does, and results in negligent misrepresentations without support for such charges, resulting in fraud, theft, and embezzlement using plaintiff's account.

86. Plaintiff's reallege, as if fully set forth herein, each allegation above.

The following **nonexclusive list of acts** were committed by the defendants named herein against the plaintiff in furtherance of the conspiracy and/or violations of law complained of herein:

(a) The defendants made several false, deceptive, misleading or false representations to the plaintiff, as specifically described in **Fraud Count #1**, **Fraud Count #2**, **Fraud Claim #3** as abundantly setforth in **paragraphs 50 thru 56** of this complaint.

(b) Misrepresenting the character, amount, or legal status of debt; by overstating the amounts actually owed to them, or by making up imaginary amounts which do not really exist, and,

(c) Misrepresenting services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt, and,

(d) Misrepresenting and abusing the use of Attorneys to perform evictions, or other representatives to collect debts which are not owed to the defendants, and,

(e) Publicly publishing plaintiff's name in court or other public places which falsely alleged that plaintiff owes a debt, or refuse to pay a debt; especially certain debts not owed to the defendants, and,

(f) Sending several unfounded invoices and bills by the defendants representatives or attorney of record, or other employees and agents of the defendants; and,

(g) The use of negligent, false representations, or deceptive means to collect, or attempt to collect a false debt such as debts which are already satisfied or debts not actually owed to the defendants; and,

(h) Negligent, and Intentional failure to follow up in good faith on "disputed debts" with the plaintiff after plaintiff advised defendants that the alleged debt was in fact disputed and no such debts were actually owed to the defendants; and,

(i) Prosecuting or threatening to prosecute a malicious and adverse action against the plaintiff and/or plaintiff's legal estate for debts which are not really owed to the defendants; and,

(j) Attempts to collect improper debts which were fraudulently entered into a computer system by defendant's employees or executing or causing to execute a malicious computer program operating within computing environment; and.

(k) Knowingly filing a fraudulent lien or claim (not owed to the defendants) against plaintiff's legal estate in violation of the Nevada DECEPTIVE TRADE PRACTICE ACT or otherwise severe violations of the consumer protection laws of the state of Nevada

(I) Filing harassing legal actions or legal letters in proceedings, which make fraudulent financial claims to harrass the plaintiff in an attempt to extort or embezzle assets are not owed to them, and.

(m) Continuing to knowingly, and intentionally misrepresent debts owed and committing all of the above fraudulent acts complained of herein as of the date of the filing of this complaint.

COUNT 4: FAIR DEBT COLLECTION PRACTICES:

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INTENTIONAL DEBT HARASSMENT

87. Plaintiff(s) reallege, as if fully set forth herein, each allegation from above. The preceding paragraphs are incorporated herein as if fully set forth herein. Plaintiff alleges that the fraudulent and misrepresented amounts complained of herein above are indeed fraudulent were sent to the plaintiff intentionally, and with full knowledge that this debt was not owed to the defendants.

88. Plaintiff asserts that the intentional pursuit and collection of this unlawful debt constitutes intentional knowledge and was with malice, for purposes to defraud, and to ultimately harass the plaintiff. Further the intentional harassment of the **FRAUD** complained of in paragraphs 50 thru 56 of this complaint constitute intentional fraud and financial crimes perpetrated against the financial estate of the plaintiff. These acts were no mere mistakes or oversights, but were intentional. Thus plaintiff is entitled to punitive damages against the defendants in amount yet to be determined by this court.

THE DEFENDANTS UNLAWFUL ACTS WERE INTENTIONAL

89. The Defendants ongoing negligence, decision to harass, oppress, the plaintiff, and to inflict the wrongful and unlawful acts complained of herein, continuously harassing plaintiff, defrauding public records with untrue information, providing fraudulent notices, invoices, and fraudulent amounts, taking improper legal action without just cause, processing improper collection actions, conspiring to violate Federal Consumer Protections laws and other state laws as complained of herein was intentional, malicious, and without just cause or reason and was done with malice with an intent to torment and harass the plaintiff.

90. Plaintiff as a direct and proximate result of such wrongful actions by the defendants, **suffered great mental anguish**, and **emotional distress**, including but not limited to, headaches, physical pain, anxiety, and fear for the future and for plaintiff's financial security. Plaintiff has suffered humiliation and embarrassment as a result of the **intentional** and unlawful acts of the defendants complained of herein. Plaintiff is entitled to **treble damages** as a result of these intentional, and malicious acts of the defendant.

COUNT 4: FAIR DEBT COLLECTION PRACTICES:

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91. Miguel Barraza, Dinora Barraza, Nana I AM is/are entitled to have Defendants apply servicing procedures in ways that do not result in fraud, negligence, misrepresentation or in ways that do not result in any unauthorized and fraudulent charges assessed that result in breach of contract. The implied term of the contracts required defendants to service Plaintiff's purported account with professional competence, and due care, and to cooperate in the performance of the contracts, and to reasonably execute the contracts in a fair, even handed and reasonable manner. Defendants have been the actual causes of these breaches and have clearly breached this duty. The infliction of punitive damages, with sanctions, should thus be imposed upon the defendants by this court.

92. Plaintiff's reallege each and every paragraph, as if fully set forth herein, each allegation above. These defendant's actions are unfair and/or deceptive within the meaning of the

Nevada Deceptive Trade Practices Act or the consumer protection laws of the state of Nevada For all practical purposes of this complaint, plaintiff(s) is/are a consumer under the consumer protection laws of the above mention state.

93. Defendant's actions have the tendency or capacity to mislead plaintiff about the amounts actually owed to defendants. The various conflicting amounts without valid supporting evidence or the plaintiff's permission or authorization demonstrates that defendant's fraud against the plaintiff(s) knows no bounds.

94. As plainly illustrated these treacherous defendants have stooped to the lowest level of deceit, trickery, and fraud in order to mislead, or gain an undue economic advantage over the plaintiff(s) Miguel Barraza, Dinora Barraza, Nana I AM

95. Defendants fails to utilize due care or professional competence in the administration of the Plaintiff's account resulting in negligence and gross negligence.

96. Defendants general course of conduct has an impact on the public interest, and the acts complained of herein are ongoing and/or have a substantial likelihood of being repeated.

97. It is alleged that said unlawful conduct by the defendants are the proximate causes for violations of fair debt collections practices act.

COUNT 5:**Violations of the Consumer Credit Protection Act**

(Truth in Lending - 15 U.S.C. §1601, et seq)

U.S. BANK, NATIONAL ASSOCIATION

and

CLEAR RECON CORP.**PNC BANK, NATIONAL ASSOCIATION****The Golden Team Keller Williams Realty**

98. Plaintiff reallege, as if fully set forth herein, each allegation above.

99. It is specifically alleged herein that each defendants, individually, committed the acts and by their fraudulent acts and failure to make certain required financial disclosures regarding credit and financial transactions, have violated the Federal Consumer Credit Protection Act.

100. Defendants have improperly offered credit sales, to its customers and to the plaintiff, but has failed to adequately disclose cost disclosures in order to assure a meaningful disclosure of the terms of leases of personal property for personal, family, or household purposes so as to enable the plaintiff, and its customers, to compare more readily the various lease terms available or to enable comparison of loan or lease terms with accurate disclosures as required by law.

101. As a result of defendants fraudulent acts and other excessive unfounded charges, the interest rate attached to the plaintiff's purported account with defendants is automatically increased, without proper disclosure, beyond any prior agreed upon amounts for the interest rate. Moreover, defendants fraudulent practices results in undisclosed or hidden interest rates or finance charges which cannot be determined in connection with any consumer credit transaction as required by governing law.

102. **U.S. BANK, NATIONAL ASSOCIATION** and **CLEAR RECON CORP.** have willfully given fraudulent, false, or inaccurate information to the plaintiff(s), or fails to provide information which is required under law under the provisions of 15 U.S.C. §1601, et seq and is thus criminally liable for its willful and fraudulent acts against the plaintiff's financial estate with regards to the disputed account(s) complained of in this lawsuit. Defendants are thus liable to criminal prosecution under Section §112. (Criminal liability for willful and knowing violation) and are liable to the plaintiff in this lawsuit due to these criminal acts committed against the financial estate of the plaintiff.

COUNT 6:**COMPLAINT FOR EQUAL RIGHTS UNDER LAW****(42 U.S.C. §1981)**U.S.BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

103. The preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Plaintiff incorporates paragraphs 50-56 as if fully setforth herein. The personal property, constitutional rights, and legal rights of the plaintiff(s) with respect to personal property, and real property have been violated as setout herein.

104. The Civil Rights of the plaintiff with respect to the subject property have been violated as setout herein above. Specifically, the defendants have deprived plaintiff of the right to actual value and also the right of possession of the said property has been threatened or taken by way of fraud in violation of the express provisions and violations of 42 U.S.C. section of §1981 and §1983.

105. The defendants and each of them, individually, are thus liable to the plaintiff for the fraudulent and unlawful acts complained of herein, and the fraud complained of in paragraphs 50 thru 56.

106. Further the defendants have deprived plaintiff of the right to make and enforce contracts with third parties in express violation of 42 U.S.C. section §1981.

107. Further, the defendants and each of them, individually, and collectively are liable to the plaintiff for the deprivation of such rights and the said deprivation of rights have violated both 42 USC §1981 and 42 U.S.C. §1983.

108. Defendants, and each of them, are thus liable to the plaintiff for the acts complained of herein. Further the defendants have deprived plaintiff of the right to make and enforce contracts with third parties in express violation of 42 U.S.C. section §1981.

109. It is specifically alleged that the acts of U.S.BANK, NATIONAL ASSOCIATION and CLEAR RECON CORP. and PNC BANK, NATIONAL ASSOCIATION and The Golden Team Keller Williams Realty are the proximate causes for the alleged violations and deprivations of Equal Rights under the law and specifically the proximate causes for violations of 42. U.S.C. section §1981.

COUNT 7:**CIVIL ACTION FOR DEPRIVATION OF RIGHTS****RECOVERY OF PROPERTY****(42 U.S.C. §1983)****MALICIOUS PROSECUTION****U.S. BANK, NATIONAL ASSOCIATION****CLEAR RECON CORP.****PNC BANK, NATIONAL ASSOCIATION****The Golden Team Keller Williams Realty**

110. The preceding paragraphs and paragraphs **50-56** are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Plaintiff realleges, as if fully setforth here, each allegation above. The rights of the plaintiff with respect to personal property have been violated as setout herein above. Specifically, the defendants have deprived plaintiff of the right to actual value and also the right of possession of the said property by way of **fraud** in violation of the express provisions and violations of 42 U.S.C. §1983.

111. Defendants, and each of them, are thus liable to the plaintiff for the acts complained of herein. Further the defendants have deprived plaintiff of the right to make and enforce contracts with third parties in express violation of 42 U.S.C. section §1981.

112. The named defendants in this action, and each of them, individually, and collectively are liable to the plaintiff for the deprivation of such rights and the said deprivation of rights have violated **42 U.S.C. §1983**. It is alleged that each defendant individually committed the acts.

113. Additionally, defendant's abused of process, including the intentionally and maliciously instituting or pursuing legal actions brought without probable cause constitutes "malicious prosecution" in violation of the express provisions of **42 U.S.C. §1983**.

114. The outright taking, or theft of personal and real property was done under the guise of propriety, but which was baseless, and fraudulent in nature.

115. It is specifically alleged that the **FRAUD** and the other unlawful acts of defendants, was the proximate causes of the losses and the deprivation of plaintiff's civil rights herein.

116. As a result of these ***outrageous violations***, defendants are **subject to punitive damages**.

COUNT 8**CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS****(42 U.S.C. §1985)**U.S. BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

117. The previous paragraphs are incorporated herein by reference. Plaintiff realleges, as if fully setforth here, each allegation above. The rights of the plaintiff with respect to his personal property have been violated. The **FRAUD** complained of in paragraphs 50--56 is illegal and despicable.

118. Specifically, the defendants have interfered with of the private and personal rights to real estate, to actual value and also the **civil right of possession** of the said property, and this was done by way of fraud, in the violations of 42 U.S.C. section 1985 whereby the defendants and each of them have collectively or individually have conspired to violate plaintiff rights under **42 U.S.C 1985**.

119. The defendants are thus liable to the plaintiff for the acts complained of herein and to be trebled on judgment. Further the defendants have interfered with and deprived plaintiff of the right to make and enforce contracts with third parties in express violation of **42 U.S.C. section 1981**.

110. The defendants and each of them, individually, and collectively, committed the acts and are liable to the plaintiff(s) for the deprivation of such rights.

111. Defendants acts are the proximate causes for said the Conspiracy to Interfere with Civil Rights, and the said interference has severely damaged the plaintiff(s), and plaintiff(s) is/are entitle to redress.

112. Defendants interference was intentional and has cause great harm to the plaintiff(s), including financial harm, damage to the estate, and mental harm which has completely devastated the plaintiff(s) due to defendants wrongful acts.

113. As a result of these **outrageous violations**, defendants are **subject to punitive damages**.

COUNT 9**CONSPIRACY AGAINST RIGHTS****18 U.S.C. §241)**U.S. BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

114. The preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Plaintiff realleges, as if fully set forth here, each allegation above, including the fraud allegations set forth in paragraphs 50-56.

115. The rights of the plaintiff with respect to personal property have been violated as set out herein above whereby the named defendants, and each of them, individually, has conspired to injure, oppress, threaten or intimidate the plaintiff in an attempt to deprive plaintiff of possession of property, and/or the enjoyment of any right or privilege secured by the Constitution or the laws of the United States of America.

116. It is specifically alleged herein, the defendants attempted to prevent plaintiff's free exercise or enjoyment of the property complained about in this lawsuit, including, but not limited to the fraud and other matters complained of in lawsuit.

117. Defendants acts are the proximate causes for the said conspiracy against rights.

118. By conspiring against the civil and constitutional rights of the plaintiff, defendants have violated the laws of the United States of America, and have had scorn for such laws, and have further sought to undermine the American Jurisprudence system, and in essence has become an enemy to the United States Constitution and the Constitution of the State of Nevada

119. The defendants and each of them, individually, have committed the said acts, and are thus individually and collectively liable to the plaintiff(s) for the illegal conspiracy against such rights.

120. It is specifically alleged that the Conspiracy Against rights as complained of herein, are criminal acts perpetrated by the defendants, and the defendants are subject to criminal prosecution for the said unlawful conspiracy, and this court should refer this matter to the U.S. Department of Justice for follow up to investigate the criminal acts complained of herein.

COUNT 10

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BREACH OF DUTY OF GOOD FAITH AND FAIR DEALINGU.S BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

121. The preceding paragraphs and paragraphs 50-56 (FRAUD) are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. It is alleged herein that the defendants had a fiduciary responsibility to the plaintiffs and this responsibility was unlawfully breached by defendants by way of their fraudulent and misleading conduct. Defendants as fiduciary are therefore liable to the plaintiff to account because the defendants have unlawfully profited, benefited or gain or took undue and unfair advantage of its fiduciary position all at the expense of the plaintiff.

122. Defendants compromised their interest and duty to the plaintiff and placed themselves in a position where their interest and duty conflicted with the plaintiff's civil rights. It is specifically alleged herein that each defendant profited from its fiduciary position and these profits were gained by illegal and fraudulent means as described herein above.

123. The Breach of Duty of Good Faith and Fair Dealing was clearly breached by these defendants, including their employees, contractors, agents, attorneys, representatives, and all those individuals purporting to represent defendants in the transactions complained of in this complaint, and defendants are thus jointly liable for their breaches.

124. It is alleged herein that defendants breaches are the proximate causes for the damages complained of herein.

125. Plaintiff(s) has suffered from these breaches and defendants must restore all property which was taken by fraud, theft, embezzlement, conversion, or by other means as a result of the breaches herein.

126. It is further alleged that each of the defendants, individually, committed the outrageous and extreme acts, and are personally liable to the plaintiff(s) Miguel Barraza, Dinora Barraza, Nana I AM

COUNT 11: BREACH OF CONTRACTU.S. BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

127. Paragraphs **50 thru 56 (FRAUD)** and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Defendants have pursued an unlawful course of action which resulted in the material breach of duty or breach of contract in violation of governing law. Defendant's material breach in this case was the defendant's failure to perform by properly managing the plaintiff's account with the defendants. It is further alleged that defendant's failure to render or to offer performance is material, and the following circumstances were significant as a matter of law:

- (a) The plaintiff(s) who are/is the injured party will be deprived of the benefit which was reasonably expected from doing business or being affiliated with defendants, and;
- (b) The plaintiff(s) cannot be adequately compensated for the part of that benefit of which plaintiffs was/were deprived;
- (c) Defendant's failure to perform or to offer to perform will not suffer, but will and has burden the plaintiff as a result of its breaches; and,
- (d) Defendant's likelihood to continue its breaches is highly probable, and will continue to harm the plaintiff if not enjoined by this court; and,
- (e) Defendants failure to perform or to offer to perform does not comports with standards of good faith and fair dealing.

128. Fundamental breach: It is specifically alleged herein that defendant breaches were fundamental breach (or repudiatory breach) so fundamental that these breaches permits the plaintiff to terminate performance of the contract, or any alleged contract and further plaintiff is entitled to sue for damages as a result of defendants breaches. Defendants actions are the proximate causes of the breaches complained of herein.

129. Anticipatory breach: Is is alleged that defendant's breaches were anticipatory repudiation in nature and was an unequivocal indication that these defendants will not perform when performance is due, or defendant future guarantee of non-performance is inevitable which gives the plaintiff the right to terminate the contract and sue for damages without further waiting for any further breaches to actually take transpire.

COUNT 12:

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TORTIOUS INTERFERENCE WITH BUSINESS CONTRACTSU.S. BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

130. The preceding paragraphs, including the fraud of paragraphs 50-56, are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. By it fraudulent conduct defendants have willfully, and intentionally damaged the plaintiff's contractual or other business relationships with defendant. It is specifically alleged that tortuous interference with contract rights has occur because the tortfeasor defendant has convinced it co-conspirator to breach the contract against the plaintiff, by committing the **fraud** complained of herein. Moreover the defendant through its pattern of corruption has disrupted the ability of the plaintiff to perform obligations under the contract, thereby preventing the plaintiff from receiving the performance promised by defendants, or their agents.

131. Tortious interference of business.- The false claims and accusations made against plaintiff constituted a tortious interference with business for which the defendants are jointly liable. A tortious interference of the contract between plaintiff and defendant occurred when the defendant committed the fraud and the other unlawful acts complained of herein. It is specifically alleged herein that:

- (a) There was a existence of a contractual relationship or beneficial business relationship between plaintiff and defendant, or **other third party**, and,
- (b) Defendants agents and employees had knowledge of this relationship; and,
- (c) There was Intent of third parties such as defendant employees, agents and representatives to induce the defendant to breach the relationship; and,
- (d) There was lack of any privilege on the part of any third parties to induce the breach; and,
- (e) There was extensive damage to the plaintiff as a result of the said breach.

132. Defendants breaches are the proximate causes of the damages complained of herein and these damages occurred as a result of the breaches. Defendants are therefore liable as a result of these breaches and because the interference complained of has interfered with contract rights and has disrupted the ability of the defendants to perform its obligations under the contract, thereby preventing the plaintiff from receiving the performance promised by defendants..

COUNT 13:**Nevada DECEPTIVE TRADE PRACTICES**

Deceptive Trade Practices of: U.S BANK, NATIONAL ASSOCIATION *and* CLEAR RECON CORP.
PNC BANK, NATIONAL ASSOCIATION The Golden Team Keller Williams Realty

133. Paragraphs **50 thru 56 (FRAUD)** and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Plaintiff is a consumer as defined under the consumer protection laws of this state. Defendants have violated the statutory provisions of deceptive trade practices and the Uniformed Deceptive Trade Practices act of this state and the unconscionable and despicable and unlawful acts are condemned by the Consumer protection laws of this state.

134. Specifically, the defendants have committed unconscionable acts or took unlawful courses of actions or engaged in illegal practices which violated the Deceptive Trade Practices statutes of this state to the plaintiff detriment, or took unfair advantage of the lack of knowledge, ability, experience, or capacity of the plaintiff. Defendants committed the following non-exclusive acts which violate the Deceptive Trade Practices Laws of the this state.

- (a)** The **FRAUD** committed and complained of in previous paragraphs of this complaint, and,
- (b)** The conspiracy, unlawful debt harassment practices, conversions, and theft complained of,
- (c)** The unlawful dissemination of false statements that defendant knows materially misrepresents the cost or character of tangible personal property, a security, service, and,
- (d)** The misrepresentation of attorneys or other representatives in the collection of a debt which is not owed to the defendants which is clearly setout herein, and,
- (e)** The forwarding for false and misleading bills, invoices or amounts in the U.S. Mail, and,
- (f)** The misrepresentation of the character amount owed to the defendants, and,
- (g)** The addition of false charges to the plaintiff account, and,
- (h)** The accounting fraud complained of herein, and,
- (i)** Took undue advantage of plaintiffs) to a grossly unfair degree in violation of law.
- (j)** The falsifying of foreclosure documents and **misrepresentation made** relative to **foreclosure**.

US CONSTITUTION VIOLATIONS
INVASION OF PRIVACY

COUNT 14: VIOLATION OF THE U.S. CONSTITUTION

U.S. BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

135. Paragraphs 50 thru 56 (FRAUD) and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Defendants willful, negligent, and fraudulent acts against the plaintiff, including the deprivation of rights, the conspiracy against rights, and the other matters complained of, all constitute violations of the plaintiff's Constitutional rights as a matter of law.

136. Defendants have unlawfully trespassed on the constitutional and privacy rights of the plaintiff in violation of The 1st, 4th, 9th, and Fourth Amendment which provides that "the right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated." "At the very core" of the Fourth Amendment "stands the right of a man to retreat into his own home and there be free from unreasonable intrusion and violation of plaintiff's Fourth Amendment rights from trespassory violation of property, see *Rakas v. Illinois*, 439 U.S. 128, 143 (1978).

VIOLATIONS OF THE CONSTITUTION OF THE STATE OF Nevada

U.S. BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

137. Paragraphs 9 thru 15 (**FRAUD**) and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Defendants willful, negligent, and fraudulent acts against the plaintiff, including the deprivation of rights, the conspiracy against rights, and the other matters complained of, all constitute violations of the plaintiff's State Constitutional rights on the Constitution of the State of Nevada

138. Specifically, defendants conduct has violated Article 1, 2, and each and every Article which provides for the protection and the privacy rights of Citizens of this State.

139. Plaintiff(s) alleged that defendants acts are the proximate causes for the invasion of privacy.

COUNT 15:

COMPLAINT FOR TRESPASS

U.S. BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

138. The preceding paragraphs, including the fraud described on pages 50-56 are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. The unlawful acts complained of herein, including but not limited to, the fraud, negligent misrepresentation the embezzlement, conversion, conspiracy, violation of civil rights, and denial of civil rights, all constitute trespass under common law upon the personal property rights of the plaintiff.

139. The effect of defendants' unlawful conduct, as described in prior paragraphs and the previous sections of this complaint has the effect of conduct that has produced irreparable damage to plaintiff, for example, to prevent plaintiff's ingress to and egress from the property described in paragraphs 50-56, and pages 16 thru 22 (FRAUD) complained of herein resulting in the complete exclusion of the plaintiff in violation of plaintiff protected civil rights.

140. Defendants threaten and assert that they will continue to trespass, and therefore continue to deprive plaintiff of plaintiff's right to exclusive possession of the property. Such trespassory conduct by defendants will result in irreparable harm to plaintiff, as in that be irreparable nature of injury, such as it will not only deprive plaintiff of access to land, but if left unrestrained, will result in the imposition of a servient easement in favor of defendants across the land, thereby posing a threat to plaintiff's good and marketable title to the property.

141. The potential damages that could proximately result from defendants' unlawful trespass would be extremely difficult, if not impossible, to assess accurately. Defendants' continuing trespassory conduct, as alleged in this complaint, will require plaintiff to bring a multiplicity of actions to protect plaintiff's property interests, thereby rendering plaintiff's remedy at law inadequate. The fraud, complained of in paragraphs 50 thru 56 and other paragraphs of this complaint constitute, malice, or oppression and plaintiff is entitled to recover punitive damages.

COUNT 16: CIVIL CONSPIRACYU.S. BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

142. The preceding paragraphs, including the fraud in pages 16-22, are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. It is alleged herein that defendants committed a Civil Conspiracy based upon the fraud and negligent misrepresentation, and other unlawful matters complained of herein, and there was an agreement between the two named defendants and/or defendant's agents and employees to steal and/or break the law or to achieve a lawful aim by unlawful means such as by sending plaintiff a fraudulent bills, invoices, and amounts not owed to the defendants and the agreement to conspire was made orally or was implied by the unlawful conduct of the defendants.

143. 'The elements of this civil conspiracy were specifically the formation and operation of the conspiracy and the financial damage which resulted to plaintiff from an defendants act or acts done in furtherance of the common design of the fraud complained of herein. Therefore it is specifically alleged that significance of the conspiracy lies in the fact that it renders each and every participant in the wrongful acts complained of herein responsible as a joint tortfeasor for all damages ensuing from the wrong, irrespective of whether or not he was a direct actor and regardless of the degree of his activity.' (Doctors' Co. v. Superior Court (1989) 49 Cal.3d 44, citing Mox Incorporated v. Woods (1927) 202 Cal. 675, 677-78.)' (Id. at 511.)

144. Liability Of All Defendants: 'The well formed doctrine of Civil Conspiracy, imposes liability on persons who, although not actually committing a tort themselves, share with the immediate tortfeasors a common plan or design in its perpetration. By these defendants participation in this civil conspiracy, all coconspirators. including all employees, agents, & representatives, are liable.

145. This *Civil Conspiracy* arose from one or more or all of the torts complained of herein and by its nature, the tort liability arising from the conspiracy presupposes that the named defendants are coconspirators were legally capable of committing the tort, i.e., that he or she owes a duty to plaintiff recognized by law and is potentially subject to liability for breach of that duty.' (Allied Equipment Corp. v. Litton Saudi Arabia Ltd., supra, 7 Cal.4th at 510-11.)

COUNT 17: - UNJUST ENRICHMENT

U.S BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

146. The preceding paragraphs including the **FRAUD** complained of, are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. The defendants have been unjustly enriched at the expense of the plaintiff, and are obligated to make restitution regardless of liability for wrongdoing. It is specifically alleged that:

- (a) Defendants have been enriched by the fraud and unlawful acts complained of herein, and
- (b) Defendants have deprived plaintiff of the use of assets stolen by this unjust enrichment, and,
- (c) The enrichment was at the expense of the plaintiff, and,
- (d) The Plaintiff has been impoverished as a result of the enrichment, and
- (e) There is a nexus or connection between the enrichment and the impoverishment, and,
- (f) The enrichment was unjust because it was based upon fraud as setforth herein, and
- (g) Defendants do not have a defense for this unjust enrichment, and
- (h) Remedies are unavailable to the plaintiff to immediately recover damages from the unjust enrichment.

147. Defendants have thus received money or other property through no effort of their own, at the expense of plaintiff, the defendants are required as a matter of law, to return the property to the rightful owner, which is the plaintiff, even if the property was not obtained illegally.

148. It is specifically alleged that defendants are opportunists, stealing from the plaintiff and others so that they can live in the lap of luxury, creating wealth and position through fraud, and schemes to obtain money, or other property through no effort or work of their own, and this unlawful profiteering scheme has caused great financial damage to the plaintiff.

149. It is specifically alleged that the **Unjust Enrichment** scams complained of herein are crimes committed against the financial estate of the plaintiff and the said unjust enrichment schemes was done with full knowledge of the scheme with the sole intent of unlawfully depriving and robbing plaintiff of financial assets at the unfortunate expense of the plaintiff(s).

COUNT 18: NEGLIGENT MISREPRESENTATIONU.S BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

150. Paragraphs 50 thru 56 (FRAUD) and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Plaintiff realleges, as if fully setforth here, each allegation above. It is specifically alleged herein that the defendants, and each of them individually, committed fraudulent and negligent misrepresentations because these misrepresentations were made recklessly was made with the intent to deceive and with full knowledge that these misrepresentation as setout herein above. Moreover, defendants are liable to the plaintiff under common law Negligent Misrepresentation because these insidious and fiendish representations were made carelessly while having no reasonable reasons for believing these to be true. Plaintiff asserts that the law makes provisions for damages in situations, such as this in order to recover damages from the tortfeasors. Plaintiff relied upon these representations as setforth in the fraud claims, specifically described in paragraphs 39-45 herein.

151. As also seen in the case of Hedley Byrne v. Heller [1964] A.C. 465 the Supreme Court found that a statement made negligently that was relied upon can be actionable in tort. Lord Denning in Esso Petroleum Co. Ltd. v. Mardon [1976] Q.B. 108 however, transported the tort into contract law, stating the rule as:

"if a man, who has or professes to have special knowledge or skill, makes a representation by virtue thereof to another...with the intention of inducing him to enter into a contract with him, he is under a duty to use reasonable care to see that the representation is correct, and that the advice, information or opinion is reliable There is also negligent misrepresentation in Statute, with the introduction of the Misrepresentation Act 1967, when dealing with a negligent misrepresentation it is better for an action to be brought under statute law as the burden of proof that is required passes to the person who made the statement. So it is for the person who made the negligent statement to prove that the statement was either not one of fact but opinion and that they truly believed the statement to be true at the time of making it."

152. Plaintiff(s) is/are therefore entitle to relief on this claim for Negligent Misrepresentation as described herein, because the evidence of fraud described in paragraphs 50 thru 56 weighs heavily against these defendants and the attachments to this lawsuit shows clear and convincing evidence that plaintiffs is/are entitled to relief. Plaintiff is entitled to recovery of the actual amount of the misrepresentation, injunctive relief, along with punitive and/or exemplary damages.

COUNT 19: Complaint to CANCEL Fraudulent Mortgages, Fraudulent Deeds, & Fake NotesU.S BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

153. Paragraphs 50 thru 56 (FRAUD) and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Plaintiff realleges, as if fully setforth here, each allegation above. It is specifically alleged herein that the defendants, and each of them individually, committed fraudulent and negligent misrepresentations by manufacturing false instruments, and causing such instruments to be filed in the public property records for the purpose of claiming false ownership and interest of the subject property.

154. Plaintiff(s) alleges that one or more fraudulent instruments have been used to perpetrate fraud against the plaintiff, and such fraud also constituted fraud against the property..

155. Plaintiff(s) alleges that the fraudulent instruments are attached to this complaint as **Exhibit 1, Exhibit 2, Exhibit 3**, and other Exhibits attached herein, specifically identifying the fraudulent device.

156. Plaintiff(s) alleged that these instruments purport to convey property to defendants, but which in fact does not convey title, or any other ownership to any of the defendants.

157. Plaintiff(s) alleges that one, or more, or all of the instruments are fraudulent in nature, as previously complained of herein, and such fraudulent instruments have placed an unlawful clouds over the title because defendants, and each of them, have recorded false deeds in public record.

158. These instruments purport to represent conveyances to defendants, but in reality are null and void because they are based upon the fraud and other matters complained of herein.

159. Plaintiff(s) alleged that one, or more, or all of the fraudulent instruments have been improperly and wrongly filed in public record against the property and should be **CANCELED** as a matter of law.

160. Plaintiff(s) is/are entitled to have the fraudulent instruments **forever CANCELED**, removed from public records, and criminal charges accessed against defendants for knowingly recording fraudulent instruments in public record, in violation of the penal and civil codes of this state.

COMPLAINT FOR TEMPORARY RESTRAINING ORDER & PERMANENT INJUNCTION

U.S BANK, NATIONAL ASSOCIATION

CLEAR RECON CORP.

PNC BANK, NATIONAL ASSOCIATION

The Golden Team Keller Williams Realty

161. Paragraph 50 thru 56 (FRAUD) and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Plaintiff is entitled to immediate relief prior to trial in the form of a temporary restraining order or Preliminary Injunction restraining defendants and its agents from selling or taking possession of the property. Irreparable injury will occur to the plaintiff unless these defendants are enjoined from its unlawful acts. . In support of this cause of action plaintiff will show this court the following:

- (1) there is a substantial likelihood that plaintiff(s) will prevail on the merits, and,
- (2) there is a substantial threat that the plaintiffs will suffer irreparable injury if the preliminary injunction is denied, and,
- (3) the threatened injury to the plaintiffs seeking the injunction outweighs the threatened injury to the party to be enjoined, and
- (4) granting the preliminary injunction will not disserve the public interest.
(See Sierra Club v. FDIC, 992 F.2d 545, 551 (5th Cir.1993)).

**THERE IS A SUBSTANTIAL LIKELIHOOD THAT PLAINTIFF WILL PREVAIL
ON THE MERITS OF THIS ACTION**

162. Based on the pleadings, affidavits, and verifications herein, and the alleged conduct of the defendants, there is a great likelihood that the plaintiff will prevail on the merits of this action, because the evidence submitted herein is conclusive proof that the claims, (especially the fraud claims) of this action are true and correct.

**THERE IS A SUBSTANTIAL THREAT THAT THE PLAINTIFF WILL
SUFFER IRREPARABLE INJURY IF THE PRELIMINARY INJUNCTION
OR TEMPORARY RESTRAINING ORDER IS DENIED**

163. There is a substantial threat that the plaintiff will continue to suffer irreparable injury if the preliminary injunction or temporary restraining order is denied. The overt acts of the defendants demonstrates that these defendants fraud knows no bounds in its schemes to defraud the plaintiff.

164. No defense exist for the fraud claims complained of herein, and if defendant is allowed to continue its unlawful acts, irreparable injury will occur to the plaintiffs as a result of this fraud.

COUNT 21:**COMPLAINT FOR DECLARATORY JUDGMENT**U.S BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

165. Paragraphs **50 thru 56** and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. The unlawful acts complained of herein, including but not limited to, the fraud, negligent misrepresentation the embezzlement, conversion, conspiracy, violation of civil rights, and denial of civil rights, all may all be declared illegal or in violation of state and/or federal law.

166. Plaintiff(s) is/are entitled to a declaratory judgment declaring the rights of the plaintiff and status of the property in dispute. Plaintiff(s) desires a determination to Adverse Possession, to quiet the title to the subject real estate or property which made the basis of this complaint. The rights of the plaintiff(s) with respect to personal property have been violated. Specifically, the defendants have wrongfully asserted rights, converted, taken dominion of the real property described herein which they are not entitled to control.

167. In due course proceedings this court should enter a declaratory judgment pursuant to the declaratory judgment act 28 U.S.C. 2201-2202 as to all of the following:

- (a)** declaratory judgment declaring that plaintiff is the fee simple owner of all right, title, and interest in and to the described real property; and,
- (b)** a declaratory judgment that defendants do not have any right, title, estate, or interest in or lien on the described real property or personal property complained of; and,
- (c)** a declaratory judgment declaring that defendants have no right of possession of plaintiff's property; and,
- (d)** a declaratory judgment declaring that defendants has trespassed the legal rights and property rights of the plaintiff; and;
- (e)** a declaratory judgment that defendants **committed the FRAUD** as complained of herein; and,
- (f)** a declaratory judgment that fraud as complained of in paragraphs 9 thru 15 constitutes deceptive trade practices and violates plaintiff Civil & US & State Constitutional Rights,
- (g)** a declaratory judgment that the remaining acts complained of this civil actions are unlawful and are in violation the laws of the United States of America and in commerce.

EXTREME AND OUTRAGEOUS CONDUCT

Page 50 of 57

U.S. BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty**THE FRAUDULENT ASSIGNMENT OF DEED OF TRUST BY MERS, AND THE OTHER OTHER FRAUDULENT ACTS COMPLAINED OF HEREIN, AND OTHER MALICIOUS AND EVIL ACTS COMPLAINED OF HEREIN CONSTITUTES EXTREME AND OUTRAGEOUS CONDUCT WHICH WARRANTS PUNITIVE DAMAGES UNDER LAW**

168. The preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Plaintiff further contends that defendant's fraudulent conduct, the conspiracies, the conversions, the embezzlement, the many misrepresentations perpetrated by defendants as complained of herein, including the matters complained of in the preceding paragraphs of this lawsuit, namely, the violations of civil rights, the deprivation of civil rights, the defrauding of property, complained of herein, the unlawful actions taken against the plaintiff, the improper and harassing fraudulent instruments sent to the plaintiff, including the FRAUD complained of herein, exceeds all bounds usually tolerated by a decent society, and moreover was done with malice, and with intent to cause knowledge that it would cause, and in fact has caused, severe mental and physical distress and economic loss to the plaintiff. Defendant's flagrant, willful disregard for the law, its despicable fraudulent, conduct, is Extreme & Outrageous, and should be punished accordingly, with punitive and/or exemplary damages. Defendants were unjustly enriched.

169. Regarding the conspiracy claimed herein, plaintiff asserts that if it is found that one or more or all of the defendants did not actively participate in the said illegal acts and conspiracy, then it is alleged that said defendants had knowledge of the conspiracy, the power to prevent, or aid in the prevention of the conspiracy, and refused to do so.

170. That, in the alternative and in the event that this court finds that there was no conspiracy between the defendants named herein to collectively harass or defraud the plaintiff, plaintiff alleges that one, or more, or all of the defendants named herein independently committed the unlawful acts described herein, which acts resulted in the loss of valuable property rights, deprivation and violation of plaintiff's rights, privileges, and immunities guaranteed under state law, Common laws and laws of the State of Nevada

PUNITIVE DAMAGESU.S BANK, NATIONAL ASSOCIATIONCLEAR RECON CORP.PNC BANK, NATIONAL ASSOCIATIONThe Golden Team Keller Williams Realty

171. Paragraphs **50 thru 56**, (**FRAUD**) and the preceding paragraphs are incorporated herein by reference. Plaintiff's reallege, as if fully set forth herein, each allegation above. Plaintiff(s) is/are entitled to recover punitive or exemplary damages as a matter of law.

172. The many unlawful and unconscious able acts complained of herein, the conspiracies contemplated between the defendants, the wrongful fraud scams, the fraudulent conveyances of Real Property, the many conversions, the intentional willful debt harassment, embezzlement, the willful and intentional violations of plaintiff's Civil and Constitutional rights. fraud, prosecution of legal action for debts not owed to them, the **unlawful malicious prosecutions** the reckless disregard for law and plaintiff civil rights, and for the other unlawful offenses committed, including the oppression, the deliberate infliction of mental and emotional distress, physical and mental pain, the wrongful and unjust frivolous collections actions, debt harassment, and especially the reckless, wanton, careless and deliberate disregard for civil rights, and for other reason at law, Plaintiffs is/are entitled to recover punitive damages, in addition to actual damages. Defendants should be punished as a matter of law for the despicable acts complained of herein exceeds all bounds of a decent society, was egregiously invidious, **Extreme and Outrageous**, and was further done with malice, and full knowledge with the intent to harm plaintiff(s) Miguel Barraza, Dinora Barraza, Nana I AM

173. Defendants U.S BANK, NATIONAL ASSOCIATION , CLEAR RECON CORP. , PNC BANK, NATIONAL ASSOCIATION and defendant The Golden Team Keller Williams Realty all **subject to Punitive Damages**, as a matter of law.

174. **Punitive Damages** should be **inflicted individually**, and **jointly** upon each defendant, because each defendant is alleged to have committed the fraudulent acts, individually, in his/her personal or official capacity.

COMPUTATION OF DAMAGES

Page 52 of 57

U.S BANK, NATIONAL ASSOCIATION CLEAR RECON CORP. PNC BANK, NATIONAL ASSOCIATION The Golden Team Keller Williams Realty

175. As a result of the despicable, treacherous, and fraudulent acts described herein, the plaintiff(s) Miguel Barraza, Dinora Barraza, Nana I AM is/are entitled to individually recover from each defendant, the following damages: (AGAINST ALL DEFENDANTS INDIVIDUALLY)

1. Punitive Damages	\$3,000,000.00
2. Actual Damages.....	\$1,000,000.00
3. Damages for FRAUD.....	\$1,500,000.00
4. Negligent Misrepresentation.....	\$1,500,000.00
5. Intentional Infliction of Emotional Distress & Pain.....	\$500,000.00
6. Restitution for Conspiracy.....	\$500,000.00
7. Compensatory Damages.....	\$500,000.00
8. Treble Damages.....	\$4,500,000.00
9. Embarrassment, Humiliation, & Anxiety.....	\$500,000.00
10. Restitution for UNJUST ENRICHMENT.....	\$1,500,000.00
11. Restitution for RICO Violations	\$1,500,000.00
12. Restitution for Violations of Fair Debt Collections Practices	\$250,000.00
13. Restitution for CONVERSION	\$250,000.00
14. Restitution for Embezzlement	\$1,500,000.00
15. Restitution for SLANDER OF TITLE	\$250,000.00
16. Restitution for ILLEGAL FORECLOSURE	\$250,000.00
17. Restitution for Constitutional Violations	\$250,000.00
18. Restitution for DECEPTIVE TRADE PRACTICES	\$1,000,000.00
19. Resitution for Theft and Trespass	\$250,000.00
20. Restitution for Civil Rights Violations	\$250,000.00
21. Restitution for FINANCIAL FRAUD	\$250,000.00
Total Damages.....	\$21,000,000.00

Twenty Five Million Dollars

PRAYER FOR RELIEF

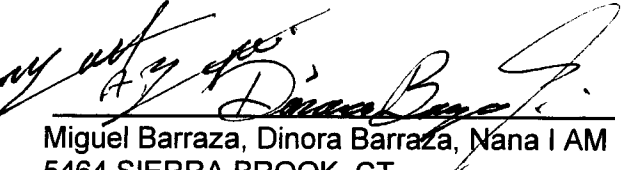
Page 53 of 57

WHEREFORE, plaintiff(s) demands judgment against all named defendants as follows:

1. For an order compelling said Defendants, and each of them, to transfer legal title and possession of the subject property to Plaintiff(s) herein;
2. For a declaration and determination that Plaintiff(s) is/are the rightful holder of title to the Equitable Title to the subject property and that Defendant herein, and each of them, be declared to have no estate, right, title or interest in said property;
3. For a judgment forever enjoining said defendants, and each of them, from claiming any estate, right, title or interest in the subject property;
4. For a Temporary Restraining Order/Permanent Injunction enjoining defendants from selling or taking any adverse actions against the subject property pending the disposition in this case;
5. For a **Declaratory Judgment** declaring that defendants's deed lien, and or interest in the subject property is unenforceable, is fraudulent as described herein;
6. For a **Declaratory Judgment** declaring defendants acts to be unconstitutional under U.S. Law, and the Constitution of the State of **Nevada**
7. For a **Declaratory Judgment** declaring that defendants acts are Deceptive Trade Practices, fraudulent, and violate the laws of the State of **Nevada**
8. For a judgment of **Punitive Damages** against, all the named defendants, individually, and collectively against defendants U.S BANK, NATIONAL ASSOCIATION , and CLEAR RECON CORP. and further against defendants PNC BANK, NATIONAL ASSOCIATION , and The Golden Team Keller Williams Realty

WHEREFORE, ALL PREMISES CONSIDERED, Plaintiff pray that this Honorable Court after due proceeding, and all legal delays, do enter judgment against the defendants jointly, severely, and in solido, condemning them all, for the said unlawful acts in the full amount of : **\$21,000,000.00**
Twenty Five Million Dollars
including court cost, attorney fees, interest from the date of judicial demand and for all general and equitable relief afforded under law.

Respectfully Submitted,


Miguel Barraza, Dinora Barraza, Nana I AM
5464 SIERRA BROOK, CT
LAS VEGAS, NEVADA 89149
Phone: 702-525-4071

JURY TRIAL DEMANDED

BY

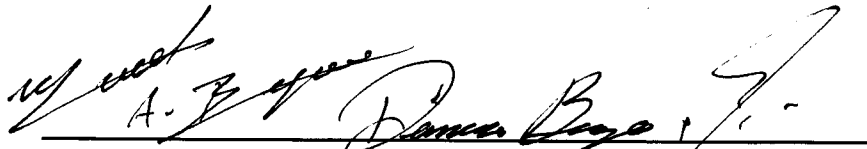
Miguel Barraza, Dinora Barraza, Nana I AM

VERIFICATION

I, (we) Miguel Barraza, Dinora Barraza, Nana I AM am/are a plaintiffs in the above-entitled action.

I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at LAS VEGAS NEVADA


Miguel Barraza, Dinora Barraza, Nana I AM

DATED: July 16, 2014

Exhibit "A"

Page 55 of 57

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (N/E 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 19 SOUTH RANGE 59 EAST, MOB & M AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 89 OF PARCEL, MAPS, PAGE 27, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVEDA

TOGETHER WITH AND RESERVING THEREFROM AN EASMENT FROM INGRESS, EGRESS AND UTILITIES OVER THOSE PORTIONS SHOWN AS PRIVATE DRIVE AND UTILITY EASEMENT ON SAID MAP

PROPERTY ADDRESS

5464 SIERRA BROOK, CT AS VEGAS, NEVEDA 89149

REQUEST FOR SERVICE

Please serve defendants at the following addresses:

U.S. BANK, NATIONAL ASSOCIATION
US BANK, NATIONAL Association
CT CORPORATION SYSTEMS
818 W. SEVENTH ST.,
LOS ANGELES, CA 90017

CLEAR RECON CORP.
CLEAR RECON CORP.
4375 Jutland Drive
Suite 200
San Diego, Ca. 92117

PNC BANK, NATIONAL ASSOCIATION
PNC BANK, NA
3232 NewMark Drive
Miamisburg OH 45342

The Golden Team Keller Williams Realty
The Golden Team Keller Williams Realty
Southwest
6180 Brent Thurman Way, Ste 100
Las Vegas, NV 89014

Appendix of Exhibits

Page 57 of 57

Exhibit

Description of Exhibit

A

Legal Description of Property

1

MANUFACTURED A FALSE & FRAUDULENT AFFIDAVIT OF AUTHORITY & ELECTION TO SELL ON JULY 22, 2014 USING ROBO-SIGNER SARAH C. MCCLAIN

2

MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" 4 PAGE AFFIDAVIT ON 7/22/2014 BY SARAH M. MCCLAIN

3

MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP " ROBO-SIGNED ASSIGNMENT OF DEED OF TRUST ON 6/18/2012 BY PNC MORTGAGE IN FAVOR OF PNC BANK, NA.

4

MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" ROBO-SIGNED MORTGAGE SERVICER DECLARATION DATED 3-7-2014 CLAIMING FALSELY CONVEYING A DEED OF TRUST

5

MANUFACTURED A FALSE & FRAUDULENT "RUBBER STAMP" ROBO-SIGNED "GRANT, BARGAIN, SALE DEED 1/8/2009 WITH EMC MORTGAGE CORPORATION USING ROBO-SIGNER SUSAN F CHRISTY, VICE PRESIDENT FRAUDULENTLY FILED WITH CLARK COUNTY NEVEDA COUNTY RECORDER

6

7

8

9

10

11

12

EXHIBIT

A

GRANT, BARGAIN,
SALE DEED

20040323
.00974

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:
LAWYERS TITLE OF NEVADA

APN: 126-36-501-021
ESCROW NO. ACCOMMODATION ONLY

03-23-2004 08:50 CAB

MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:

OFFICIAL RECORDS

BOOK/INSTR: 20040323-00974

PAGE COUNT: 4

Bruce N. Holm
5405 Irish Spring St.
Las Vegas, NV 89149

FEE: 17.00
RPTT: EX#005

230

GRANT, BARGAIN, SALE DEED



R.P.T.T. \$exempt 5

THIS INDENTURE WITNESSETH: That Bruce N. Holm, a married man as his sole and separate property, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to Bruce N. Holm and Claudette Holm, husband and wife as joint tenants, all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

SUBJECT TO:

1. Taxes for the fiscal year 2003-2004.
2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise and containing.

WITNESS my hand this 11 day of March, 2004.



Bruce N. Holm

Exhibit A

NAME(S): BRUCE N. HOLM AND CLAUDETTE HOLM

LONG LEGAL: LYING AND BEING LOCATED IN THE CITY OF LAS VEGAS, COUNTY OF CLARK,
STATE OF NEVADA; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE WEST HALF (W 1/2) OF THE
SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE
NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 59 EAST
M.D.B. & M., DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 89 OF PARCEL MAPS, PAGE 27,
IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TAX MAP#: 126-36-501-021

STATE OF NEVADA DECLARATION OF VALUE

20040323
00974

A

1. Assessor Parcel Number(s):

- a) 126-36-501-021
 b) _____
 c) _____
 d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument# _____
 Book: _____ Page: _____
 Date of Recording: _____
 Notes: _____

2. Type of Property:

- a) ☒ Vacant Land
 c) ☐ Condo/Townhouse
 e) ☐ Apartment Building
 g) ☐ Agricultural
 i) ☐ Other
 b) ☐ Single Family Residence
 d) ☐ 2-4 Plex
 f) ☐ Commercial/Industrial
 h) ☐ Mobile Home

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due:

\$ _____
 \$ _____
 \$ _____
 \$0.00

4. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: exempt 5
 b) Explain Reason for Exemption: transfer to add spouse to title

5. Partial Interest: Percentage being transferred: _____%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Bruce N Holm Capacity Seller
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)
 Print Name: Bruce N Holm Print Name: CHARLOTTE HOLM
 Address: 7405 Irish Spring St. Address: 7405 Irish Spring St.
 City: Las Vegas City: Las Vegas
 State: NV Zip: 89149 State: NV Zip: 89149

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Lawyers Title of Nevada, Inc.
 1210 S. Valley View Blvd.
 Las Vegas, Nevada 89102

Escrow No. ACCOMMODATION ONLY
 Escrow Officer: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

9
H

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) 126-25-511-003
b) _____
c) _____
d) _____

2. Type of Property:

- a) ☐ Vacant Land b) ☒ Single Fam. Res
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a. Total Value/Sales Price of Property: \$415,000.00
b. Deed in Lieu of Foreclosure Only (value of property) (_____)
c. Transfer Tax Value: \$415,000.00
d. Real Property Tax Due: \$2,116.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity escrow assistant _____

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: HSBC Bank USA, National
Association, As Trustee for
Address: 2780 Lake Vista Drive
City: Lewisville, TX 75067
State: _____ Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Gloria E. Crum
Address: 10344 White Bison
City: LV
State: NV Zip: 89149

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buy)

Print Name Ticor Title of Nevada, Inc. Escrow # 08150396CC
Address 8379 W. Sunset Road, Suite 120
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT

B

DEED OF

TRUST

20060925-0002979

Assessor's Parcel Number:

126 36 501 021

8

Prepared By:

AMANDA CHAPULA, National City Bank

1403 Corporate Center Parkway, Santa Rosa Ca 95407

Fee: \$21.00

N/C Fee: \$0.00

09/25/2006

13:27:46

T20060165980

Requestor:

GROUP9 INC

Return To (name and address):

Record & Return to:

Group 9 Inc.

2005 Cabot Blvd West

Langhorne, PA 19047

Charles Harvey

MCM

Clark County Recorder

Pgs: 8

State of Nevada

Space Above This Line For Recording

DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is August 25, 2006
The parties and their addresses are:

GRANTOR: BRUCE N HOLM and

CLAUDETTE HOLM

5462 SIERRA BROOK CT LAS VEGAS, Nevada 89149

☒ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:

GROUP 9

LENDER:

NATIONAL CITY BANK

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined on page 2) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property (*if property description is in metes and bounds the name and mailing address of the person who prepared the legal description must be included*):

SEE EXHIBIT A ATTACHED

TAX ID # 126 36 501 021

NEVADA - HOME EQUITY LINE OF CREDIT DEED OF TRUST
(NOT FOR FNMA, FHLMC, FHA OR VA USE)

(page 1 of 7)

EX-100 © 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REDT-NV 5/6/2005

VMP-C465(NV) (0506)

VMP Mortgage Solutions, Inc.

BA C.H.

The property is located in Clark at _____
 _____ (County)
5462 SIERRA BROOK CT LAS VEGAS, Nevada 89149
 _____ (Address) _____ (City) _____ (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 350,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*

Maturity Date: 8/25/2036

B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. Future advances are contemplated and are governed by the provisions of NRS 106.300 to 106.400, inclusive. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument.

(page 2 of 7)

BA P H

5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

(page 3 of 7)

BA C.H.

Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Grantor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

(page 4 of 7)

BH R. H

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. Lender shall be entitled to, without limitation, the power to sell the Property.

If there is a default, Trustee shall, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale, including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law.

Upon the sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges, and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

(page 5 of 7)

BA *X* *SK*

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
16. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
17. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
18. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

(page 6 of 7)

BN *CL*

19. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.

20. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
[Check all applicable boxes]

☐ Assignment of Leases and Rents ☐ Other

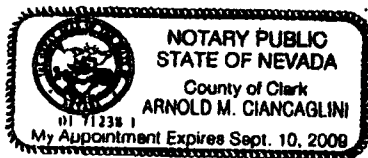
21. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

(Signature) Bruce N Holm 8/25/2006 (Date) (Signature) Claudette Holm Aug 25/06 (Date) ^{CH}

ACKNOWLEDGMENT:

STATE OF NEVADA, COUNTY OF CLARK } ss.
(Individual) This instrument was acknowledged before me this 25th day of August 2006
by Bruce N Holm and Claudette Holm
My commission expires: 9-10-08
(Seal) (Signature) Arnold M. Ciancaglini
(Notary Public)
Notary Public
(Title and Rank)



RECORDER'S NOTE:
NOTARY STAMP IS PRESENT,
HOWEVER THE INK COLOR
MAY NOT BE REPRODUCIBLE.

(page 7 of 7)

EXHIBIT
C

ASSIGNMENT
OF DEED OF
TRUST

APN: 126-36-501-021

Recording Requested By
And When Recorded Mail To:PNC MORTGAGE, A DIVISION OF PNC BANK
3232 NEWMARK DRIVE
MIAMISBURG OH 45342

Inst #: 201206180002377

Fees: \$17.00

N/C Fee: \$0.00

06/18/2012 03:20:05 PM

Receipt #: 1201818

Requestor:

LSI TITLE AGENCY INC.

Recorded By: MSH Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

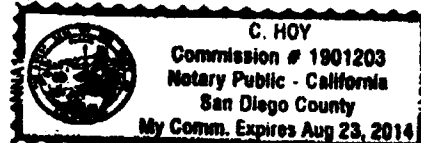
T.S. NO.: 1344570-11

11051269 SPACE ABOVE THIS LINE FOR RECORDER'S USE**ASSIGNMENT OF DEED OF TRUST**FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
STRUCTURED ASSET MORTGAGE INVESTMENTS II INC., BEAR STEAMS ARM TRUST,
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-6, BY PNC BANK, NATIONAL
ASSOCIATION AS SERVICER WITH DELEGATED AUTHORITY UNDER THE TRANSACTION
DOCUMENTSall beneficial interest under that certain deed of trust dated March 10, 2004, executed by
BRUCE N HOLM A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, trustor,
to LAWYERS TITLE OF NEVADA, INC, trustee,
and recorded as Instrument No. 20040316.03165 on March 16, 2004 in book N/A page N/A, of Official
Records in the County Recorder's office of CLARK County, NEVADA describing land therein as

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

together with the note or notes therein described or referred to, the money due and to become due thereon with
interest, and all rights accrued or to accrue under said Deed of Trust.Dated: 6/07/2012PNC BANK NATIONAL ASSOCIATION, SBM TO NATIONAL
CITY BANK, SBM TO NATIONAL CITY MORTGAGE CO.,
FKA NCMC NEWCO. INC., SBM TO NATIONAL CITY
MORTGAGE CO. (SKA NATIONAL CITY MORTGAGE, INC.)
BY CAL-WESTERN RECONVEYANCE CORPORATION AS
ATTORNEY-IN-FACT
Nicole Yost, A.V.P.State of California)
County of San Diego)On 6/8/12 before me, C. Hoy
a Notary Public, personally appeared
Nicole Yost, A.V.P.who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of
the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal (Seal)

Signature 
C. Hoy

APN: 126-36-501-021
RECORDING REQUESTED BY:

When Recorded Mail To:
PNC Mortgage, a division of PNC Bank, National Association
3232 Newmark Drive
Miamisburg, OH 45342

110511269

Inst #: 201310080001989

Fees: \$17.00

N/C Fee: \$0.00

10/08/2013 02:18:41 PM

Receipt #: 1802276

Requestor:

LSI TITLE AGENCY INC.

Recorded By: MSH Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

TS No: P1344570-NV

The undersigned hereby affirms that there is no Social Security number contained in this document.

CORRECTIVE ASSIGNMENT ASSIGNMENT OF DEED OF TRUST

**THIS ASSIGNMENT IS BEING RECORDED TO CORRECT THE ASSIGNEE S NAME ON THE
ASSIGNMENT THAT RECORDED ON 6/18/2012 AS DOC# 201206180002377**

For Value Received, the undersigned national association hereby grants, assigns, and transfers to:
STRUCTURED ASSET MORTGAGE INVESTMENTS II INC., BEAR STERN ARM TRUST,
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-6, BY PNC BANK, NATIONAL
ASSOCIATION AS SERVICER WITH DELEGATED AUTHORITY UNDER THE TRANSACTION
DOCUMENTS

all beneficial interest under that certain Deed of Trust dated: 3/10/2004 executed by BRUCE N
HOLM A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor(s), to
LAWYERS TITLE OF NEVADA, INC, as Trustee, and recorded 3/16/2004, as Instrument
No. 20040316-03165, of Official Records, in the office of the County Recorder of Clark County,
Nevada and all rights accrued or to accrue under said Deed of Trust.

Date: 9/28/2013

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN
INTEREST TO NATIONAL CITY REAL ESTATE SERVICES,
LLC, SUCCESSOR BY MERGER TO NATIONAL CITY
MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL
CITY MORTGAGE CO.

Gaynelle Bronson
Gaynelle Bronson

Authorized Signer

State of OHIO } SS
County of Montgomery }

On September 26, 2013 before me, Keisha Albert Notary Public,
personally appeared Gaynelle Bronson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Keisha Albert (Seal)



KEISHA ALBERT
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 29, 2017
Recorded In
Montgomery County

APN: 126-36-501-021
RECORDING REQUESTED BY:

When Recorded Mail To:
PNC Mortgage, a division of PNC Bank, National Association
3232 Newmark Drive
Miamisburg, OH 45342

Inst #: 201402030001220
Fees: \$17.00
N/C Fee: \$25.00
02/03/2014 09:59:00 AM
Receipt #: 1921064
Requestor:
LSI TITLE AGENCY INC.
Recorded By: MAT Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

110511269

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No: P1344570-NV

The undersigned hereby affirms that there is no Social Security number contained in this document.

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

U.S. Bank National Association, as Trustee, Structured Asset Mortgage Investments II Inc., Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-6

all beneficial interest under that certain Deed of Trust dated: 3/10/2004 executed by **BRUCE N HOLM A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, as Trustor(s), to **LAWYERS TITLE OF NEVADA, INC.**, as Trustee, and recorded 3/16/2004, as Instrument No. 20040316-03165, of Official Records, in the office of the County Recorder of Clark County, Nevada and all rights accrued or to accrue under said Deed of Trust.

Date: 1-22-2014

Structured Asset Mortgage Investments II INC., Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-6, By PNC Bank, National Association as Servicer With Delegated Authority Under The Transaction Documents

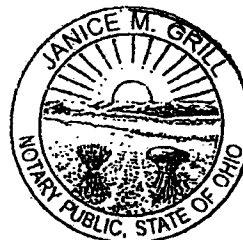
Barb Essman

Barb Essman
Authorized Signer

State of OHIO } SS
County of Montgomery }

On January 22, 2014 before me, Janice M Grill Notary Public, personally appeared Barb Essman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature Janice M Grill (Seal)



JANICE M. GRILL
NOTARY PUBLIC

MONTGOMERY COUNTY
STATE OF OHIO

My Comm. Expires April 5, 2017

EXHIBIT

D

SUBSTITUTION
OF
TRUSTEE

APN: 126-36-501-021

RECORDING REQUESTED BY:
LPS Default Title and Closing
Lender Processing Services, Inc.

AND WHEN RECORDED MAIL TO:
Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117

Inst #: 201402190002526

Fees: \$17.00

N/C Fee: \$25.00

02/19/2014 12:11:07 PM

Receipt #: 1936840

Requestor:

LSI TITLE AGENCY INC.

Recorded By: JBR Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

TS No.: P1344570-NV Loan No.: *****4396 110511209

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned hereby affirms that there is no Social Security number contained in this document.

SUBSTITUTION OF TRUSTEE

WHEREAS, BRUCE N HOLM A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY was the original Trustor, LAWYERS TITLE OF NEVADA, INC was the original Trustee, and NATIONAL CITY MORTGAGE CO was the original Beneficiary under that certain Deed of Trust dated 3/10/2004 and recorded on 3/16/2004, as Instrument No. 20040316-03165, of Official Records of Clark County, Nevada; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes CLEAR RECON CORP., whose address is 4375 Jutland Drive Suite 200, San Diego, California 92117, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: 2/3/2014

U.S. Bank National Association, as Trustee, Structured Asset
Mortgage Investments II Inc., Bear Stearns ARM Trust,
Mortgage Pass-Through Certificates, Series 2005-6
By PNC Bank, National Association as servicer with delegated
authority under the transaction documents

State of Ohio } ss.
County of Montgomery }

Gaynelle Bronson
Gaynelle Bronson Authorized Signer

On February 3, 2014 before me, Janice M. Grill Notary Public, personally
appeared Gaynelle Bronson personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument. WITNESS my hand and official seal.

Signature Janice M. Grill (Seal)



Title (Print): Authorized Signer

EXHIBIT

E

NOTICE OF AND
BREACH AND
DEFAULT AND
OF ELECTION

APN: 126-36-501-021

WHEN RECORDED MAIL TO:

Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117

Inst #: 20140730-0001190

Fees: \$225.00

N/C Fee: \$0.00

07/30/2014 10:03:54 AM

Receipt #: 2104588

Requestor:

LSI TITLE AGENCY INC.

Recorded By: SOL Pgs: 9

DEBBIE CONWAY

CLARK COUNTY RECORDER

TS No.: P1344570-NV

The undersigned hereby affirms that there is no Social Security number contained in this document. (N.R.S. 239B.030)

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SELL OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP. is the duly appointed Trustee under a Deed of Trust dated 3/10/2004, executed by **BRUCE N HOLM A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, as trustor in favor of **NATIONAL CITY MORTGAGE CO**, recorded 3/16/2004, under instrument no. **20040316-03165**, of Official Records in the office of the County recorder of **Clark, County, Nevada** securing, among other obligations.

One Note for the Original sum of **\$551,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

Installment of Principal and Interest plus impounds and/or advances which became due on 6/1/2011 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

CRC NOD 04172014

T.S. No.: P1344570-NV

Property Address as identified in the Deed of Trust is: **5462 SIERRA BROOK CT
LAS VEGAS NV 89149
FKA
2 SIERRA BROOK COURT
LAS VEGAS NV 89149**

HUD Approved local counseling agency: Housing for Nevada
1(702)270-0300

**To determine if reinstatement is possible and the amount, if any, to cure the default, contact: U.S. Bank National Association, as Trustee, Structured Asset Mortgage Investment II Inc., Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-6 c/o PNC Mortgage, a division of PNC Bank, National Association
3232 Newmark Drive
Miamisburg, OH 45342
Phone: (800) 367-9305**

Loan Modification contact information: PNC Mortgage, a division of PNC Bank, National Association, Loss Mitigation Dept. (800) 367-9305

For Foreclosure status, contact:
Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117
Phone: 858-750-7600

Dated **JUL 29 2014**

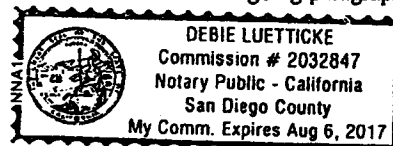
CLEAR RECON CORP.

By: *Hamsa Uchi*
Hamsa Uchi, Authorized Signatory for Trustee

State of California }
County of San Diego } ss.

On **JUL 29 2014** before me **DEBIE LUETTICKE** Notary Public, personally appeared *Hamsa Uchi* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature: *Debie Luetticke* (Seal)



CRC NOD 04172014

DECLARATION OF MORTGAGE SERVICER
(NRS § 107 (SB 321/HOBR Sec. 11(6))

Borrower(s): BRUCE N. HOLM AND CLAUDETTE HOLM, HUSBAND AND WIFE
AS JOINT TENANTS
Mortgage Servicer: PNC Bank, National Association
Property Address: 5462 SIERRA BROOK CT
LAS VEGAS Nevada 89149
Trustee Sale No.: P1344570-NV

The undersigned, an Authorized Signer of PNC Bank, National Association
(PNC), based on my review of PNC s business records, declare as follows:

- ☐ PNC contacted the borrower by telephone or in-person on the following date(s):

During PNC s contact(s) with the borrower(s) on the listed date(s), PNC did all of the following: (1) advised the borrower that he or she has the right to request a subsequent meeting that, if requested, must be scheduled within 14 calendar days after the request, (2) assessed the borrower s financial situation and explored modification options, and (3) provided the toll free number made available by the United States Department of Housing and Urban Development for purposes of requesting a certified housing counselor.

At least thirty days have passed since _____
[earliest date of contact with borrower listed on lines above].

- ☒ PNC has tried with due diligence to contact the borrower(s), but did not make contact with the borrower(s).

PNC s due diligence included PNC sending a letter to the borrower(s) by first-class mail on 10/10/2013.

PNC also sent a letter to the borrower by certified mail, return receipt requested, on 2/3/2014.

Both the first-class mail and certified mail letters included a statement to the borrower of his or her right to discuss foreclosure prevention alternatives and provided the toll free number made available by the United States Department of Housing and Urban Development for purposes of requesting a certified housing counselor.

At least thirty (30) calendar days have passed since 2/3/2014
[insert date certified mail letter was sent].

[] Subsequent to mailing the first-class letter described in the preceding paragraph, PNC attempted to contact the borrower(s) by telephone by calling all telephone numbers the borrower(s) gave PNC consent to call on the following dates and times: [Here, list at least three telephone call attempts, each on different dates, and at different hours of the day. Each call attempt listed must have been made after the first class mail letter, with the last call listed occurring at least 14 days prior to the sending of the certified mailing described above.]

10/14/2013 @ 11:30am

10/17/2013 @ 11:34am

10/21/2013 @ 12:00pm

[] Subsequent to mailing the first-class letter, PNC attempted to contact the borrower(s) by telephone by calling all telephone numbers the borrower(s) gave PNC consent to call, but the number(s) did not connect because the line(s) were disconnected.

- ☐ The financial institution on whose behalf the foreclosure is being brought, reports to PNC that it is an institution regulated by the State of Nevada that foreclosed on 100 or fewer real properties which constitute owner-occupied housing as defined in NRS § 107.086 during the institution's immediately preceding annual reporting period.
- ☐ The loan was not made for personal, family, or household residential purposes.
- ☐ Borrower(s) surrendered the property and confirmed his/her surrender in writing and/or delivered the keys to the property to PNC, the Trustee, or their agents authorized to receive such documentation and/or keys.

In light of the foregoing, as indicated by the checked boxes, PNC, the mortgage servicer of the loan, authorizes the trustee to submit the attached Notice of Default to be recorded.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

PNC Bank, National Association

Dated: 3/7/2014

By: Gaynelle Bronson

Name (Print): Gaynelle Bronson

T.S. No:P1344570-NV
APN: 126-36-501-021

AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF BREACH AND
ELECTION TO SELL
[NRS § 107.080]

STATE OF OHIO)
) ss:
COUNTY OF MONTGOMERY)

I, Sarah C. McClain, am the Authorized Signer of PNC BANK, N.A., ("PNC Bank"). PNC BANK is the current beneficiary of the subject deed of trust recorded as Document Number 20040316-03165 in the Clark Recorder's Office ("Deed of Trust"), securing repayment of a note ("Note") (collectively the Note and Deed of Trust make up the "Loan") or the servicer of the Loan for the current beneficiary. The persons(s) identified in the Deed of Trust is/are, BRUCE N HOLM A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY. The Deed of Trust encumbers the real property located at 5462 SIERRA BROOK CT, LAS VEGAS Nevada 89149 . This Affidavit is provided in support of the attached Notice of Breach and Election to Sell.

PNC Bank is the servicer of the Loan. The following facts are, except where otherwise indicated, true of my own personal knowledge, which I acquired through a review of business records kept in the regular course of PNC Bank's business records.

1. I have personal knowledge of PNC Bank's procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; are kept by PNC Bank in the course of regularly-conducted business activity; and it is the regular practice of PNC Bank to make such records. I have reviewed certain business records of PNC Bank concerning the Loan, Note and Deed of Trust, all as reflected by the records maintained by PNC Bank as they have been kept by PNC Bank in the course of PNC Bank's regularly conducted business activity, and it was the regular practice of that business activity to make or maintain such records at or near the time by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records, which meet the standards set forth in NRS 51.135.

2(a). The full name and business address of the current trustee or the current trustee's representative or assignee for the deed of trust is CLEAR RECON CORP., which is located at 4375 Jutland Drive, Suite 200, San Diego, CA, 92117.

2(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is U.S. Bank National Association, as Trustee, Structured Asset Mortgage Investments II Inc., Bear Stearns ARM Trustee, Mortgage Pass-Through Certificates, Series 2005-6 at c/o PNC Bank, National Association 3232 Newmark Drive Miamisburg, OH 45342.

2(c). The full name and business address of the current beneficiary of record for the obligation or debt secured by the Deed of Trust is U.S. Bank National Association, as Trustee, Structured Asset Mortgage Investments II Inc., Bear Stearns ARM Trustee, Mortgage Pass-Through Certificates, Series 2005-6 at c/o PNC Bank, National Association 3232 Newmark Drive Miamisburg, OH 45342.

2(d). The full name and business address of the current servicer for the Loan is PNC Bank, National Association, which is located at 3232 Newmark Drive, Miamisburg, OH 45342

3. PNC Bank is in either actual or constructive possession of the Note secured by the Deed of Trust.

4. PNC Bank has instructed the trustee to exercise the power of sale with respect to the property.

5. PNC Bank or the trustee has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:

5(a). The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;

5(b). The amount in default;

5(c). The principal amount of the obligation or debt secured by the Deed of Trust;

5(d). The amount of accrued interest and late charges;

5(e). A good faith estimate of all fees imposed in connection with the power of sale; and

5(f). Contact information for obtaining the most current amounts due and a toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit.

6. Based on my review of PNC Bank's business records as described in paragraph 1, the original beneficiary of the Deed of Trust was National City Mortgage Co. Based on my review of PNC Bank's business records as described in paragraph 1, the Deed of Trust was subsequently assigned as follows:

Assignment recorded on 6/18/2012 as Inst. No. 201206180002377 from PNC Bank National Association successor by merger to National City Bank, Successor by merger to National City Mortgage Co., formerly known as NCMC NEWCO, Inc., Successor by merger to National City Mortgage Co. (SKA National City Mortgage, Inc.) to Structured Asset Mortgage Investments II Inc., Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-6, by PNC Bank, National Association as servicer with delegated authority under the transaction documents.

Corrective Assignment recorded on 10/08/2013 as Inst. No. 201310080001989 from PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co. to Structured Asset Mortgage Investments II Inc., Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-6.

Assignment recorded on 2/03/2014 as Inst. No. 201402030001220 from Structured Asset Mortgage Investments II Inc., Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-6 to U.S. Bank National Association, as Trustee, Structured Asset Mortgage Investments II Inc., Bear Stearns ARM Trustee, Mortgage Pass-Through Certificates, Series 2005-6.

7. The obligor or borrower can call to receive the most current amounts due and a recitation of the updated information contained in this Affidavit at 800-367-9305.

8. Following is the true and correct signature of the affiant.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on July 22, 2014.

Sarah C. McClain Authorized Signer

Print Name/Title

Sarah C. McClain

Signature

State of: Ohio

County of: Montgomery

Subscribed and sworn to before me this 22nd day of July, 2014.

Janice M. Grill
Notary Public

My commission expires, April 5, 2017



EXHIBIT

F

NOTICE OF
TRUSTEE'S
SALE

APN: 126-36-501-021

CLEAR RECON CORP.
4375 Jutland Drive Suite 200
San Diego, California 92117

Inst #: 20150224-0002328

Fees: \$18.00

N/C Fee: \$25.00

02/24/2015 12:06:29 PM

Receipt #: 2324910

Requestor:

LSI TITLE AGENCY INC.

Recorded By: MAT Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

T.S. No.: P1344570-NV

Space Above this Line for Recorder's Use
The undersigned hereby affirms that there is no Social Security number contained in this document.

NOTICE OF TRUSTEE'S SALE

Loan No.: *****4396

IMPORTANT NOTICE TO PROPERTY OWNER:

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 3/10/2004. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 3/17/2015 at 10:00 AM AT THE FRONT ENTRANCE OF THE OFFICE OF THE NEVADA LEGAL NEWS, 930 SOUTH 4TH STREET, LAS VEGAS, NV 89101, CLEAR RECON CORP. as duly appointed trustee under and pursuant to Deed of Trust Recorded 3/16/2004, as Instrument No. 20040316-03165, of Official Records in the office of the Recorder of Clark County, Nevada executed by: BRUCE N HOLM A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK DRAWN ON A STATE OR NATIONAL BANK, A CHECK DRAWN BY A STATE OR FEDERAL CREDIT UNION, OR A CHECK DRAWN BY A STATE OR FEDERAL SAVINGS AND LOAN ASSOCIATION, SAVINGS ASSOCIATION, OR SAVINGS BANK:

All right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

THAT PORTION OF THE NORTH HALF (N ½) OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS: LOT TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 89 OF PARCEL MAPS, PAGE 27, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. TOGETHER WITH AND RESERVING THEREFROM AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THOSE PORTIONS SHOWN AS PRIVATE DRIVE AND UTILITY EASEMENT ON SAID MAP.

P1344570-NV

The street address and other common designation, if any, of the real property described above is purported to be:
5464 SIERRA BROOK CT
LAS VEGAS NV 89149

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

Said sale will be held, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, including fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The real property described above is sold as-is, the beneficiary and the undersigned Trustee are unable to validate the condition, defects or disclosure issues of said property, and the purchaser of said property at said sale waives the disclosure requirements under NRS 113.130 by purchasing at said sale and signing a receipt in connection therewith. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale are: **\$625,390.76**

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located.

FOR SALE INFORMATION: (844) 477-7869 Mon – Fri 9:00 am to 4:00 pm

Date: 2/17/15

CLEAR RECON CORP.
 4375 Jutland Drive Suite 200
 San Diego, California 92117

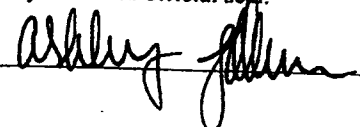

 CHRISTINE HOY, Authorized Signor

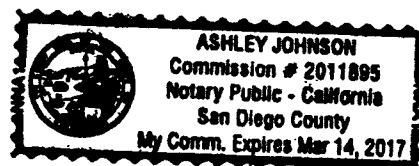
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }ss
 County of San Diego }

On FEB 17 2015 before me, ASHLEY JOHNSON Notary Public, personally appeared CHRISTINE HOY who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT

G

TRUSTEE'S
DEED UPON
SALE

A.P.N.: 126-36-501-021

RECORDING REQUESTED BY:
CLEAR RECON CORP.

AND WHEN RECORDED TO:
U.S. Bank National Association
c/o PNC Mortgage, a division of PNC Bank, National Association
3232 Newmark Drive
Miamisburg, OH 45342

Forward Tax Statements to
the address given above

Inst #: 20150403-0000024
Fees: \$19.00 N/C Fee: \$25.00
RPTT: \$2799.90 Ex: #
04/03/2015 08:00:07 AM
Receipt #: 2372328
Requestor:
LSI TITLE AGENCY INC.
Recorded By: ECM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

T.S. # P1344570-NV

Loan #: *****4396

SPACE ABOVE LINE FOR RECORDER'S USE

Order #: 110511269

The undersigned hereby affirms that there is no Social Security number contained in this document.

TRUSTEE'S DEED UPON SALE

Transfer Tax: \$2,799.90

The Grantee Herein was the Foreclosing Beneficiary.

The Amount of the Unpaid Debt was \$632,835.27

The Amount Paid by the Grantee was \$549,000.00

Said Property is in the City of LAS VEGAS, County of Clark

CLEAR RECON CORP., as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

U.S. Bank National Association, as Trustee, Structured Asset Mortgage Investments II Inc., Bear Stearns ARM Trust, Mortgage Pass-Through Certificates, Series 2005-6

(herein called Grantee) but without covenant or warranty, expressed or implied, all rights, title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of Clark, State of Nevada, described as follows:

THAT PORTION OF THE NORTH HALF (N ½) OF THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS, MORE COMPLETELY DESCRIBED IN ATTACHED EXHIBIT A

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **BRUCE N HOLM A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY** as Trustor, dated 3/10/2004 of the Official Records in the office of the Recorder of Clark, Nevada under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 3/16/2004, instrument number 20040316-03165 Book, Page of official records. Trustee having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Breach and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified return receipt mail, postage pre-paid to each person entitled to notice in compliance with Nevada Civil Code 107.050

TRUSTEE'S DEED UPON SALE

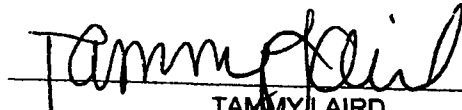
T.S. #: P1344570-NV
 Loan #: *****4396
 Order #: 110511269

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 3/17/2015. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$ \$549,000.00, in lawful money of the United States, in pro per, receipt there of is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, CLEAR RECON CORP., as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws

Date: **MAR 25 2015**

CLEAR RECON CORP.

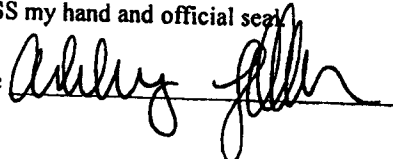

 TAMMY LAIRD
 FORECLOSURE MANAGER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California) ss
 County of San Diego)

On **MAR 25 2015** before me, **ASHLEY JOHNSON** Notary Public, personally appeared **Tammy Laird** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature  (Seal)

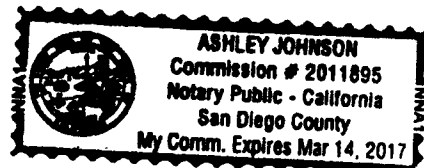


EXHIBIT A

REF. NO.: P1344570-NV

THAT PORTION OF THE NORTH HALF (N ½) OF THE WEST HALF (W ½) OF THE
SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE
NORTHEAST QUARTER (NE ¼) OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 59 EAST,
M.D.B. & M., DESCRIBED AS FOLLOWS:

LOT TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 89 OF PARCEL MAPS, PAGE
27, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH AND RESERVING THEREFROM AN EASEMENT FOR INGRESS, EGRESS
AND UTILITIES OVER THOSE PORTIONS SHOWN AS PRIVATE DRIVE AND UTILITY
EASEMENT ON SAID MAP.

THIS INSTRUMENT IS RECORDED AT THE
REQUEST OF SERVICELINK AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS
TO ITS EFFECTS UPON TITLE

**STATE OF NEVADA
DECLARATION OF VALUE FORM
P1344570-NV**

1. Assessor Parcel Number(s)

- a. 126-36-501-021
b. _____
c. _____
d. _____

2. Type of Property

- a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
i. ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property:

\$ \$549,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

(0.00)

c. Transfer Tax Value:

\$ 549,000.00

d. Real Property Transfer Tax Due

\$ \$2,799.90

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Tammy Laird

Capacity Trustee **TAMMY LAIRD**

Signature _____

Capacity _____

FORECLOSURE MANAGER

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

ONLY ONE NAME REQUIRED

Print Name: CLEAR RECON CORP

Address: 4375 JUTLAND DRIVE, SUITE 200

City: SAN DIEGO

State: CA Zip: 92117

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

ONLY ONE NAME REQUIRED

U.S. Bank National Association, as

Trustee, Structured Asset Mortgage

Investments II Inc., Bear Stearns ARM

Trust, Mortgage Pass-Through

Print Name: Certificates, Series 2005-6

c/o PNC Bank, National Association

3232 Newmark Drive

Miamisburg, OH 45342

Address: _____

City: _____

State: _____

Zip: _____

Escrow #: _____

**COMPANY/PERSON REQUESTING
RECORDING (Required if not seller or buyer)**

As a public record this form may be recorded/microfilmed

Print Name: LSI Title Agency

Address: 3220 El Camino Real

City: IRVINE

State: CA

Zip: 92602